



**THE COMPANIES LAW (AS AMENDED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

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

OF

CAYMAN ISLANDS AQUATIC SPORTS ASSOCIATION

**(A NOT FOR PROFIT COMPANY LIMITED BY GUARANTEE, NOT HAVING A SHARE CAPITAL AND
BEING LICENSED BY THE GOVERNOR-IN-CABINET OF THE CAYMAN ISLANDS TO BE
REGISTERED WITHOUT THE WORD LIMITED IN ITS NAME)**

**(ADOPTED BY SPECIAL RESOLUTION DATED 15 MARCH 2016 AND EFFECTIVE ON 30
NOVEMBER 2017)**

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- 1 The name of the Association is Cayman Islands Aquatic Sports Association (hereinafter called the "**Association**").
- 2 The Registered Office of the Association is situated at PO Box 10376, Grand Cayman, KY1-1004, Cayman Islands or at such other location within the Cayman Islands as the Directors may from time to time determine.
- 3 The objects for which the Association is established are:
 - 3.1 to be the national governing body for aquatic sports in the Cayman Islands;
 - 3.2 to promote, encourage, advance and improve swimming, diving, high diving, water polo, artistic swimming, masters and open water swimming and other aquatic activities at all levels in the Cayman Islands;
 - 3.3 to arrange and manage visits of athletes from overseas and to arrange and manage tours by Cayman athletes to other countries;
 - 3.4 to appoint, engage, hire or otherwise obtain the services of staff, employees, servants, contractors, agents, brokers, salesmen, representatives, media consultants, PR consultants or any other persons, firms, establishments or companies in the Cayman Islands or elsewhere, whose services or assistance may be required by the Association for the purpose of all or any of its undertakings, and to remunerate such persons, firms, establishments or companies rendering service to the Association, either by cash payment or in such other manner as may be thought expedient;

- 3.5 to confer, correspond, deal or enter into arrangements with the Government or authorities (supreme, municipal, local or otherwise), or any companies, firms, organisations, or persons as may seem conducive to the attainment of the Association's objectives generally or individually;
- 3.6 to purchase, rent, lease or by other means acquire property whether real or personal, including land, buildings, offices and houses and any furniture, vehicles, machines, works or equipment which the Association may deem necessary for the purpose of any of its undertakings or objectives;
- 3.7 to accept, acquire, receive, take and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, whether by judicial order or decree, or otherwise for any of its objects and purposes, any property, real or personal of whatever kind, nature or description and wherever situate;
- 3.8 to sell, exchange, convey, mortgage, lease, transfer, lend, or otherwise dispose of, any such property, real or personal, as the objects and purposes of the Association may require, subject to such limitations as may be prescribed by law;
- 3.9 to borrow money and, from time to time, to make, accept, endorse, execute, and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of the Association for moneys borrowed or in payment for property acquired or for any of the other purposes of the Association to guarantee the obligation by mortgage, pledge, deed, indenture, agreement, or other instrument of trust, or by any lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association wherever situated, whether now owned or hereafter to be acquired;
- 3.10 to invest and reinvest its funds in such stock, common or preferred, bonds, debentures, mortgages, or in such other securities and property as its Directors shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant or gift;
- 3.11 to construct, maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Association;
- 3.12 to accept any gift of property for any one or more of the objects of the Association;
- 3.13 to take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions, or otherwise;
- 3.14 to print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- 3.15 to borrow and raise money in such manner as the Association may think fit;

- 3.16 to invest or deal with the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.17 either in whole or in part to establish, support, subscribe to and manage other associations formed for all or any of the objects of the Association;
- 3.18 to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Association; and
- 3.19 generally to do all such other things as may appear to be incidental or conducive to the attainment of any of the above-named objects;

AND IT IS HEREBY DECLARED that the objects of the Association as specified in each of the foregoing paragraphs of this Clause (except only in so far as otherwise expressed in any such paragraph) shall be separate, distinct and independent objects and powers of the Association and shall not be in any way limited by reference to or interference from any other paragraph or the order in which the same shall occur or the name of the Association.

- 4 The income and property of the Association, as it may receive from time to time, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to the Members and no Member shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or benefit in money or money's worth from the Association; **PROVIDED** that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any Member, in return for any services actually rendered to the Association, nor prevent the payment of interest on money lent at overdraft rates charged by commercial banks in the Cayman Islands in effect at the applicable time or reasonable and proper rent for premises let by a Member to the Association; but so that no Director of the Association or any officer of the Association shall be paid any fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the Association.
- 5 The Association shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit as provided by Section 27(2) of the Companies Law (as amended).
- 6 Any amendment to the Memorandum or Articles of Association of the Association shall be made by Special Resolution of the Members. No addition, alteration or amendment shall be made to the provisions of the Memorandum or Articles of Association of the Association, unless the same have been previously submitted to and approved by the Governor.

- 7 Nothing in the preceding sections shall be deemed to permit the Association to carry on (i) the business of a Bank or Trust Company without being licensed in that behalf under the provisions of the Banks and Trust Companies Law (as amended); (ii) Insurance Business from within the Cayman Islands or the business of an Insurance Manager, Agent, Sub-agent or Broker without being licensed in that behalf under the provisions of the Insurance Law (as amended); (iii) the business of Company Management without being licensed in that behalf under the provisions of the Companies Management Law (as amended); (iv) Securities Investment Business from within the Cayman Islands without being licensed in that behalf under the provisions of the Securities Investment Business Law (as amended); or (v) the business of a Mutual Fund or Mutual Fund Administrator without being licensed in that behalf under the provisions of the Mutual Funds Law (as amended).
- 8 The Association shall not have a share capital and the liability of the members is limited.
- 9 Every Member undertakes to contribute to the assets of the Association in the event of its being wound up while he is a Member or within one (1) year afterwards, for payment of the debts and liabilities of the Association contracted before he ceases to be Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding CI\$1.00.
- 10 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object and in such manner as the Governor-in-Cabinet may direct.

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1 Preliminary

The Regulations contained or incorporated in Table 'A' in the First Schedule of the Companies Law (as amended) shall not apply to this Association.

2 Interpretation

2.1 The following terms shall have the meanings set opposite unless the context otherwise requires:

Adult means a person who is 18 or over other than a Student;

Articles means these Articles of Association as amended or supplemented from time to time by Special Resolution;

Association means the Cayman Islands Aquatic Sports Association;

CARIFTA means the Caribbean Free Trade Association;

CCCAN means the Central American and Caribbean Amateur Swimming Confederation;

Child means a person under the age of 18;

CIOC	means the Cayman Islands Olympic Committee;
CIGA	means the Cayman Island Games Association;
Directors	means the directors of the Association for the time being or, as the case may be, the directors assembled as a board;
Electronic Record	has the same meaning as in the Electronic Transactions Law (as amended);
Family Member	means, in respect of a family that has a Family Membership, the following family members: (a) any father or step father, (b) any mother or step mother, (c) any Child or adopted Child, (d) any son or daughter, whether adopted or not, that is a Student, whether living with the family or not;
Family Membership	means a single membership in respect of a family and for which a family membership rate has been paid or is payable;
FINA	means the Federation Internationale de Natation;
Honorary Member	means a member elected pursuant to, and having the rights set out in, these Articles;
Law	means the Companies Law (as amended) of the Cayman Islands and where in these Articles any provision of the Law is referred to, the reference is to that provision as modified by any subsequent law for the time being in force;
Member	means any person from time to time entered in the Register of Members as a Member;
Officers	means the President, Vice President, Secretary, Treasurer and any other officers of the Association from time to time appointed under these Articles and acting on behalf of the Association;
Ordinary Resolution	means a resolution of a general meeting passed by a majority of the Members entitled to vote present in person at the meeting, or a written resolution signed by all Members entitled to vote;

Person	includes any individual, company or any other legal entity;
President	means the Officer elected as president of the Association;
Register of Members	means the register of Members to be kept in accordance with the Law;
Registered Office	means the registered office for the time being of the Association in the Cayman Islands required under the Law;
Seal	means the common seal of the Association;
Secretary	means the Officer elected as secretary of the Association;
Special Resolution	means a resolution of a general meeting passed by a majority of not less than two-thirds of such Members as, being entitled to do so, vote in person at a duly convened general meeting, or a written resolution signed by all of the Members entitled to vote at a general meeting of the Association in accordance with the Law;
Student	means a person who is 16 or over and under the age of 26 and attending full time education;
Technical Director	means any person employed by or otherwise serving the Association to perform the duties of technical director of the Association;
Treasurer	means the Officer elected as treasurer of the Association;
UANA	means the Union Americana de Natacion;
Vice President	means the Officer elected as vice president of the Association.

2.2 Unless the context otherwise requires, words and expressions defined in the Law bear the same meanings in these Articles.

2.3 In these Articles unless the context otherwise requires:

- (a) words importing the singular number include the plural number and vice versa;

- (b) words importing the masculine gender include the feminine gender;
- (c) words importing persons include corporations as well as any other legal or natural person;
- (d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- (e) "shall" shall be construed as imperative and "may" shall be construed as permissive;
- (f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
- (g) 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;
- (h) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);
- (i) headings are inserted for reference only and shall be ignored in construing these Articles;
- (j) any requirements as to delivery under these Articles include delivery in the form of an Electronic Record;
- (k) any requirements as to execution or signature under these Articles including the execution of these Articles themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Law (as amended);
- (l) sections 8 and 19(3) of the Electronic Transactions Law (as amended) shall not apply; and
- (m) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect.

3 Members

- 3.1 The subscribers to the original Memorandum of Association and such other person or persons as the Directors shall admit to membership, including persons whose names appear on the Register of Members and Family Members, up to such maximum number of Members as established by the Directors from time to time, shall be the Members.

- 3.2 Applications for membership shall be made on such form as may be prescribed by the Directors from time to time. All applications must be accompanied by the required entrance or other fee, which shall be refunded if the application is rejected. Upon acceptance by or on behalf of the Directors of an application, the applicant shall be admitted as a Member and entered on the Register of Members.
- 3.3 Any person who becomes a Member shall abide by these Articles, the rules and by-laws made by the Directors hereunder, and the regulations governing competitions and events, as the same may be set by the Association from time to time.
- 3.4 The Directors may at any time elect any person to be an Honorary Member without any payment of membership dues or fees by such person for such honorary, life or patron membership. An Honorary Member shall not be responsible for the liabilities of the Association otherwise than to the extent of his, her or its guarantee pursuant to the Memorandum of Association of the Association.
- 3.5 Subject to the provisions of these Articles, every Member shall be entitled to all the rights and be subject to all the duties of a Member.
- 3.6 The Association shall maintain a Register of Members and there shall be entered therein the names and addresses, telephone numbers, dates of birth and occupation of the Members, the date at which the name of any person was entered on the register as a Member, the type of membership and the date at which any person ceased to be a Member.
- 3.7 The rights of a Member as such shall be personal and shall not be transferable and shall cease upon his death.

4 Membership Dues and Entrance Fees

- 4.1 The membership dues and entrance fees and the dates for payment thereof, shall be set by the Directors and confirmed at each subsequent Annual General Meeting of the Association. In case of a lowering of such dues, any excess dues paid shall be refunded, and in case of an increase of such dues, additional payments shall be made within sixty days of such Annual General Meeting or within such other timeframe as set by the Directors from time to time.
- 4.2 Membership is yearly and will expire at the end of the Association's year-end unless renewed within the timeframe set forth in sub-paragraph (b) below. Subject to the discretion of the Directors, any Member whose membership dues remain unpaid for a period of six (6) months from (a) the date such Member joins in the case of a new member or (b) from the expiry of the Association's year-end in the case of an existing Member, shall be deemed to have forfeited his claim to membership and the right and privileges thereof, and his name shall be placed before the Directors and shall be removed from the Register of Members.
- 4.3 A Member may withdraw from membership in the Association by giving one (1) month's notice in writing, to end on or before the last day of the Association's year, of his intention to withdraw and

shall then have no further claim, right or privilege in the Association, and his name shall be removed from the Register of Members.

- 4.4 A Member whose membership has been revoked and/or whose name has been removed from the Register of Members may be permitted by the Directors in their discretion to resume membership on the presentation of a new application for membership, supported by such evidence and/or information and/or payment of overdue fees as may be required by the Directors.

5 Suspension or Expulsion of Members

- 5.1 A Member may be suspended or expelled if, in the opinion of the Directors, he:
- (a) is guilty of conduct which is calculated or likely to bring the Association and its Members into disrepute; or
 - (b) wilfully and persistently refuses to comply with the regulations and by-laws of the Association.

- 5.2 If good cause for suspension or expulsion of a Member is alleged against or deemed by the Directors to exist in connection with any Member, the matter shall be dealt with at the next meeting of the Directors. The Member in question shall be given not less than seven (7) days' notice in writing (including particulars of the matter under complaint) of such proposed Directors meeting and shall be entitled to attend the meeting at the Directors' discretion and may address the Directors in connection with the complaint made against him. If a majority of not less than three (3) of the Directors present at such meeting determine that suspension or expulsion is desirable, the Member concerned shall be suspended for such period as the Directors may decide or be expelled, as the case may be, and the decision of the Directors shall be final and binding on the Member concerned. The membership of an expelled Member shall cease from the date of the decision of the Directors and his name shall be removed from the Register of Members. A suspended or expelled Member shall remain liable for his accrued and unpaid subscription or any other financial obligations to the Association up to the end of the financial year.

- 5.3 If any Member shall be convicted on indictment of any criminal offence or, being engaged in any profession, shall be prohibited by the disciplinary body of that profession from continuing to practice, such Member shall ipso facto cease to be a Member of the Association.

6 Association's Year

- 6.1 Unless the Members shall otherwise prescribe, the Association's year shall be deemed to begin on the first (1st) day of September and to expire on the thirty first (31st) day of August of the following calendar year. The Officers and the other Directors shall continue in office until their successors have been appointed in accordance with these Articles.

7 General Meetings

- 7.1 The Association shall meet annually within three (3) calendar months after the end of its fiscal year or on such other date as the Directors may determine. Such meetings are to be called "**Annual General Meetings**".
- 7.2 The Directors may, whenever they think fit, convene a general meeting of the Association. If at any time there are not sufficient Directors capable of acting together to form a quorum, any Director or any two (2) Members of the Association may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- 7.3 The Directors shall, on the requisition of not less than whichever is the greater of ten Members or one quarter of the Members for the time being of the Association, proceed to convene a general meeting of the Association.
- 7.4 The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office of the Association and may consist of several documents in like form each signed by one (1) or more requisitionists.
- 7.5 If the Directors do not within twenty-one days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of sixty days after the expiration of the said twenty-one (21) days.
- 7.6 A general meeting convened as aforesaid by requisitionists shall be convened in the manner as nearly as possible as that in which general meetings are to be convened by Directors.
- 7.7 Subject to the provisions of the Law relating to Special Resolutions, fourteen (14) days' notice at the least, counting from the date service is deemed to take place, specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, shall be given in the manner hereinafter provided, or in such other manner (if any) as may be prescribed by the Association in general meeting, to such persons as are entitled to vote or may otherwise be entitled under these Articles to receive such notices from the Association; but with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice or without notice and in such manner as those Members may think fit.
- 7.8 Meetings shall be held at such time and place as may be determined by the Directors.
- 7.9 Any general meetings which are not Annual General Meetings shall be called "**Extraordinary General Meetings**".
- 7.10 The business to be dealt with at the Annual General Meetings shall include, without limitation:

- (a) the receipt of the report of the Directors for the previous year;
 - (b) the receipt of the financial accounts of the Association and the report of the Association's Treasurer or auditor;
 - (c) the election of the Directors and Officers of the Association;
 - (d) the approval of membership dues and entrance fees;
 - (e) if determined by the Members to be required, the appointment of an auditor for the Association;
 - (f) any resolution of which due notice has been given (such notice of a resolution shall be given to the Secretary at least seven (7) clear days before the Meeting, and the Secretary shall give at least four (4) days' notice to Members).
- 7.11 The Register of Members of the Association, for the purposes of convening Annual General Meetings, shall be closed thirty (30) days prior to the date of such meeting.
- 7.12 The President (and in his absence, the Vice-President) shall preside as chairman of every general meeting of the Association.
- 7.13 If the President and Vice-President are not present at any general meeting of the Association within fifteen minutes after the time appointed for holding the meeting or if the President and Vice-President are not willing to act as chairman, the Members present shall elect a chairman for that meeting (the "**Chairman**") who shall preside and have all the privileges of the President at the said meeting.
- 7.14 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, the presence of twelve Members or a majority of the Members entitled to vote (whichever is the lesser) present in person shall be a quorum.
- 7.15 If within thirty minutes from the time appointed for any meeting of the Association a quorum is not present in person, the meeting shall stand adjourned to the same day one (1) week later at a time and place determined by the Directors and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members who are present shall be deemed to constitute a quorum and may do all business that a quorum might have done.
- 7.16 The Chairman may, with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for sixty days or more, notice of the adjourned meeting shall be given as in the case of an ordinary meeting.

Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted thereat.

- 7.17 Discussion at any Extraordinary General Meeting shall be confined to the subject for which such meeting is summoned and only with the permission of the Chairman may any other business be discussed.
- 7.18 Special Resolutions shall be dealt with in compliance with the Law, notwithstanding anything in these Articles inconsistent therewith.

8 Votes of Members

- 8.1 Every Member shall have the right to notice of and to attend general meetings of the Association but only Members who are (a) sixteen (16) years of age or above, (b) who are present in person and (c) who are in good standing with regard to payment of their membership fees and charges, shall be entitled to vote.
- 8.2 Every Member entitled to vote shall have one (1) vote and no more, provided, however, that a Family Membership shall entitle the family in respect thereof to two (2) votes in total for the entire family provided that at least 2 Family Members entitled to vote are present and provided, further, that in case of an equality of votes the Chairman shall have a second or casting vote.
- 8.3 A Member shall not vote in respect of any contract in which he is interested or any matter arising out of it and, if he does so vote, his vote shall not be counted. For the avoidance of doubt, a Director shall not have the right to vote on any matter which requires approval of the Members during a general meeting of the Association.
- 8.4 Save where a Special Resolution is required by the Law or these Articles, any question proposed for consideration at any general meeting shall be decided by an Ordinary Resolution.
- 8.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of the result of the show of hands) by two (2) or more Members entitled to vote, and, unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- 8.6 If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.7 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

8.8 A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Association duly convened and held.

8.9 A Member of unsound mind in respect of whom an order has been made by any court having jurisdiction in lunacy may not vote.

9 Officers

9.1 Subject to the Director rotation provisions of these Articles, the Members shall from among themselves elect at an Annual General Meeting of the Association, a President, a Vice President, a Secretary and a Treasurer, who shall also be Directors.

9.2 The Directors may appoint and remove such other officers as may from time to time be required upon such terms as they may think fit. Such other officers need not be Directors and in the case of the other officers may be ascribed such titles as the Directors may decide. Save as provided in the Law or these Articles, the powers and duties of the officers of the Association shall be such (if any) as are determined from time to time by the Directors.

9.3 Any casual vacancy occurring in any office may be filled by the Directors (subject to replacement by the Members at the next Annual General Meeting).

9.4 Nominations of candidates for election as Officers of the Association:

(a) shall be made in writing signed by two (2) Members and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and

(b) shall be delivered to the Secretary at least three (3) days before the date fixed for the holding of the Annual General Meeting.

9.5 If insufficient nominations are received for the Officer positions, further nominations may be received at the Annual General Meeting.

9.6 If the number of nominations exceeds the number of vacancies to be filled, a secret ballot shall be held.

9.7 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

9.8 The ballot for election of Officers shall be conducted at the Annual General Meeting in such usual and proper manner as the Directors may direct provided, however, that the order of election for Officers shall be President, Vice-President, Secretary and then Treasurer.

- 9.9 The Directors may appoint, in their discretion, a non-Member as an ex-officio member of the board of Directors.
- 9.10 The President shall be the senior Officer of the Association. Subject to these Articles, the President shall summon and preside as chairman of all meetings of the Association and of the Directors, except as otherwise provided for, and at all meetings over which he may preside, he shall have one (1) vote on every question and, in the event of a tie, an additional or casting vote. The President shall, at all meetings, have complete authority on every question of order or procedure.
- 9.11 In the absence of the President, the Vice President, and his absence, the Secretary, shall summon and preside at all meetings and shall have all the powers of the President in that respect, and shall, in the absence of the President, do and perform all such things as the President is by these Articles required and empowered to do.
- 9.12 The Secretary shall keep minutes of all proceedings of the Association and of the Directors and a Register of Members. All notices to Members shall be issued by him and he shall have charge of the records of the Association.
- 9.13 The Treasurer shall have charge of the funds of the Association. He shall prepare and present to the Association or the Directors, as and when required by the Association or the Directors, the accounts of the Association, together with a statement showing the financial position of the Association, which shall be audited annually by an auditor appointed by the Association. He shall not retain in his possession at any time, for current expenses of the Association or otherwise, more than one thousand dollars of the Association's money unless it is for the express purpose of providing funds for competitions at which the Association's credit card or credit cards are not accepted. If at any time the Treasurer has funds belonging to the Association in excess of one thousand dollars, he shall deposit or credit such funds to an account of the Association with any approved bank. The Treasurer shall be entitled to draw cheques on behalf of the Association in order to make payment on behalf of the Association which shall, unless otherwise specifically directed by the Directors, be signed by any two (2) authorised signatories.
- 9.14 Until such time as the Association by special resolution otherwise order, all officers shall be honorary.
- 9.15 Any Director, or any person appointed by the Directors to assist in the discharge of the functions, duties and operations of the Association, may be given such travelling and out-of-pocket allowances as the Directors may from time to time determine, having regard to the funds which the Association may have available for such purposes. Notwithstanding the foregoing, any expenses incurred by any such person shall be reported to the Treasurer and President or any two (2) Officers from time to time in the form of an expense report. The Treasurer and President or any two (2) Officers from time to time may, in their sole discretion, refuse to pay any expenses which they consider in their sole determination to be unreasonable or excessive.

9.16 In the event of the absence, resignation, dismissal or death of any Officer or any of the other Directors, may make such acting appointment as may be necessary until the next Annual General Meeting of the Association.

10 Directors

10.1 The number of Directors shall be nine (9).

10.2 No person shall be eligible as a candidate for election as a Director who is not a Member in good standing of the Association.

10.3 Nominations of candidates for election as Directors:

(a) shall be made in writing signed by two (2) Members and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and

(b) shall be delivered to the Secretary at least three (3) days before the date fixed for the holding of the Annual General Meeting.

10.4 If insufficient nominations are received to fill all vacancies on the board of Directors, the candidates nominated for such positions shall be deemed to be elected and further nominations may be received at the Annual General Meeting.

10.5 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

10.6 If the number of nominations exceeds the number of vacancies to be filled, a secret ballot shall be held.

10.7 The ballot for election of Directors shall be conducted at the Annual General Meeting in such usual and proper manner as the Chairman may direct.

10.8 Commencing at the Annual General Meeting held in 2018, the Directors shall retire on a rotating basis every two (2) years as follows:

(a) the President and three (3) other Directors (not including the Secretary) shall retire at the Annual General Meeting held in 2018, continuing in the same sequence thereafter; and

(b) the Secretary and the Directors who did not retire at the Annual General Meeting held in 2018 shall retire at the Annual General Meeting held in 2019, continuing in the same sequence thereafter.

10.9 In the absence of a sufficient number of voluntary retirements at the Annual General Meeting held in 2018, the three (3) other Directors (not including the Secretary) who shall retire shall be determined on the basis of tenure of service as a Director with the longest serving Director (or

Directors) being required to retire at the Annual General Meeting held in 2018; provided that in the case of the number of longest serving Directors being more in number than is required to retire, the Director (or Directors) required to retire at the Annual General Meeting held in 2018 shall be determined by the longest serving Directors drawing straws or some other random method selected by the Chairman as the means for determining the further Director (or Directors) required to retire.

- 10.10 Any Director who retires at an Annual General Meeting may be nominated for and may stand for election as a Director at that meeting. Directors shall continue to hold any office to which they have been elected for the duration of a two (2) year term.
- 10.11 Any Director appointed to fill a casual vacancy or who otherwise replaced a Director during any year shall retire at the Annual General Meeting at which the Director he replaced would have been required to retire.
- 10.12 A retiring Director shall:
- (a) remain in office until the dissolution or adjournment of the meeting at which he retires; and
 - (b) be eligible for re-election at the meeting at which he retires.
- 10.13 A Director or Directors may participate in any meeting of the Directors, or of any committee appointed by the Directors of which such Director or Directors are Members, by means of telephone or similar communication equipment by way of which all persons participating in such meeting can hear each other and such participation shall be deemed to constitute presence in person at the meeting.
- 10.14 If any Director shall be absent from three (3) consecutive meetings of the Directors without leave, the Directors may declare his seat vacant.
- 10.15 If, at any time, a Member of the Association becomes a member of the FINA Bureau then that person will be recognised by the Association as the FINA liaison to the Association ("**FINA Liaison**") and the FINA Liaison shall be an ex-officio Director entitled to attend and vote at meetings of the Directors and general meetings of the Association.

11 Powers and Duties of Directors

- 11.1 The business of the Association shall be managed by the Directors, who may pay all expenses incurred in setting up, registering and licensing the Association and may exercise all such powers of the Association as are not, by the Law or these Articles, required to be exercised by the Association in general meeting, subject, nevertheless, to any clause of these Articles, to the provisions of the Law, and to such regulations, or provision as may be prescribed by the Association in general meeting; but no regulation made by the Association in general meeting

shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

- 11.2 The Directors may exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking and property or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Association or of any third party.
- 11.3 The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- 11.4 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Association shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
- 11.5 No document or deed otherwise duly executed and delivered by or on behalf of the Association shall be regarded as invalid merely because at the date of delivery of the deed or document, the Director, Secretary or other officer or person who shall have executed the same and/or affixed the Seal (if any) thereto as the case may be for and on behalf of the Association shall have ceased to hold such office or to hold such authority on behalf of the Association.
- 11.6 Subject to these Articles and the provisions of the Law, the functions of the Directors shall be to administer all matters in connection with the objects of the Association, and the Directors shall have vested in it all of the executive and administrative functions of the Association with power to appoint committees to deal with any particular matter, and also to co-opt individuals, who are not Directors, to assist with the work of the Directors and the Association. The Directors shall have power to borrow money from the bankers of the Association or from any other source whatsoever, upon such terms as it deems fit, and for this purpose any two (2) of the President, the Vice President or the Treasurer shall be empowered by the Directors to negotiate such loans and to execute any documentation on behalf of the Association for that purpose which shall be binding on the Association. For all other matters, the signature of any one of the President or Vice President or Treasurer, together with that of the Secretary or any other Director, shall constitute a valid signature of the Association, subject to the requirements of any specific bank mandate or contract.
- 11.7 The Directors shall have the power from time to time to formulate, adopt and amend regulations and by-laws governing all matters concerning aquatic sports in the Cayman Islands, including such matters as meets, training, outings, tours, races, national or international games,

championships or competitions and other events, provided always that such regulations and by-laws shall be in accordance with the general rules of aquatic sports as made from time to time by FINA.

- 11.8 The Directors shall have power at any time and from time to time to appoint a person as a Director or other ex-officio Officer to fill any casual vacancy but the person so appointed shall be subject to retirement at the same time as if he had become a Director or other ex-officio Officer on the day on which the Director or Officer in whose place he is appointed was last elected as such.
- 11.9 The Directors shall appoint the Technical Director and/or national swimming coach from time to time. The Technical Director shall be an ex-officio Director entitled to attend (but not vote at) meetings of the Directors unless otherwise determined by a majority the Directors on a case by case basis.
- 11.10 The Directors may exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Association or of any third party.
- 11.11 The Directors may from time to time and at the time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- 11.12 The Directors may, in their discretion, from time to time establish, formulate and set regulations, stipulations and by-laws and amend such regulations, stipulations and by-laws so as, to regulate and govern all aspects of the work and undertakings of the Association in accordance with its objects.

12 Proceeding of Directors

- 12.1 The Directors shall meet as often as may be necessary for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The Directors shall meet within seven (7) days of a notice requisitioning such meeting and signed by at least three (3) Directors being received by the Secretary. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote.

- 12.2 The President (and in his absence the Vice-President) shall preside as chairman of every meeting of the Directors. In the absence of the President and Vice President at any meeting, the Directors shall elect a Chairman for such a meeting.
- 12.3 The quorum necessary for the transaction of the business of the Directors shall be one-half of the Directors then in office present in person.
- 12.4 The Directors shall cause minutes to be made for the purpose of recording:
- (a) all appointments of Officers and Directors made by the Directors;
 - (b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) all resolutions and proceedings at all meetings of the Association and of the Directors and of any committees of Directors.
- 12.5 When the Chairman and Secretary of a meeting of the Directors sign the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.
- 12.6 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Association, but for no other purpose.
- 12.7 The Directors may from time to time delegate any of their powers to such committee or committees, consisting of one or more Members, who are not required to be a Director or Directors, as they shall think fit to appoint, and may recall or revoke any such delegation or appointment. Any committee shall, in the exercise of the powers so delegated, conform to any regulation that may be prescribed by the Directors. A person who is not a Member may be appointed to a committee or committees provided that the Directors have approved such appointment or appointments.
- 12.8 If no Chairman has been appointed by the Directors for a committee, such committee may elect a Chairman for its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the same, the Members present may choose one (1) of their number to be Chairman of the meeting.
- 12.9 A committee appointed by the Directors may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the Chairman shall have a second or casting vote. A committee member shall not vote in respect of any contract in which he is interested or any matter arising out of it and, if he does so vote, his vote shall not be counted.

- 12.10 A resolution signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted. When signed a resolution may consist of several documents each signed by one (1) or more of the Directors.
- 12.11 The Directors may take any action required or permitted by the Directors without a meeting if the Directors, individually or collectively, unanimously consent in writing to such action. Such consent will have the same force and effect as a vote of the Directors and shall be filed with the minutes.
- 12.12 All acts done by any meeting of the Directors or of a committee appointed by the Directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or the person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or committee member.
- 12.13 No person shall be disqualified from the office of Director or prevented by such office from contracting with the Association, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Association in which any Director shall be in any way interested be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Association for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established; provided a Director shall not vote at any proceeding of Directors in respect of any contract in which he is interested or any matter arising out of it.
- 12.14 A general notice that a Director is a shareholder, Director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure.
- 12.15 Directors, officers, trustees and others who serve the Association should not have any personal or business interests that may conflict with their responsibilities to the Association. If such a conflict does exist then the individual must fully disclose any interest the individual and/or the individual's family has in any entity that does business with the Association, and that any change in the information concerning a potential conflict should be provided to the Association immediately. Any such individual who has a conflict must not participate in any decision to approve doing business with the individual or entity in which the individual has an interest and such decision must be made by a disinterested majority of the Directors.

13 Disqualification of Directors

The office of Director shall be vacated if:

- (a) the Director becomes bankrupt or makes an arrangement or composition with his creditors;
- (b) the Director is found to be of unsound mind by court order made by any court having jurisdiction in lunacy;

- (c) the Director resigns his office by notice in writing to the Association;
- (d) the Director is removed from office by an Ordinary Resolution of the Association in general meeting;
- (e) the Director is removed by a resolution of the Directors passed by a majority of not less than two-thirds; or
- (f) the Director's office is declared vacant in accordance with these Articles.

14 The Seal

- 14.1 The Seal of the Association (if any) shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of a Director and the Secretary (or an Assistant Secretary) of the Association or in the presence of two (2) Directors or in the presence of any two (2) or more persons as the Directors may appoint for the purpose and every person as aforesaid shall sign every instrument to which the Seal of the Association is so affixed in their presence.
- 14.2 In accordance with the Law, the Association may execute any deed or other instrument which would otherwise be required to be executed under Seal by the signature of such deed or instrument as a deed by two (2) Directors or by a Director and the Secretary of the Association or by such other two (2) persons as the Directors may appoint or by such other person or attorney on behalf of the Association appointed by a deed or other instrument executed as a deed as aforesaid.

15 Dividends

- 15.1 No portion of the income or property of the Association, howsoever derived, shall be paid or transferred, whether directly or indirectly, by way of dividend, bonus or otherwise out of the profit of the Association, to its Members.
- 15.2 Notwithstanding the foregoing, any Director, Officer, Member or servant of the Association shall be entitled to be reimbursed by the Association for any expenses reasonably and properly incurred by such person on behalf of the Association, and reasonably remunerated for any services actually rendered to the Association.

16 Accounts and Records

- 16.1 The Association shall maintain records of all contributions, contributors and how the contributions are applied.

- 16.2 The books of account relating to the Association's affairs shall be kept in such manner as may be determined from time to time by the Directors.
- 16.3 The books of account shall be kept at the Registered Office of the Association, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
- 16.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right to inspect any account or book or document of the Association except as conferred by Law or authorised by the Directors or by the Association in general meeting provided, however, that a Member may inspect the accounts and books of the Association if such Member requests to do so in writing to the Directors and such inspection shall take place within a reasonable timeframe and at such location each as determined by the Directors.
- 16.5 The following will be maintained and subject to inspection of the Governor:
- (a) registers of Members and Directors
 - (b) proper books of accounts
 - (c) minutes of all resolutions and proceedings, and
 - (d) register of mortgages and charges.
- 16.6 The Association's primary bank account shall be held with a licensed Cayman Islands Bank.

17 Audit

- 17.1 The accounts of the Association shall be audited in such manner as may be determined from time to time by the Association in general meeting or failing any such determination by the Directors, or failing any such determination by the Directors or Members, shall not be audited
- 17.2 The Auditor's report, if any, together with a full statement of the accounts, shall be presented to the Directors. Once approved by the Directors, such report and the Association's accounts shall be presented by the Treasurer to the Annual General Meeting or, if audited financial statements have not been prepared in time, then as expeditiously as possible thereafter.
- 17.3 Notwithstanding the provisions of the foregoing Articles, where the accounts of the Association are not audited, the Directors may by resolution substitute for an annual audit an independent review and in such event the foregoing Articles shall be construed as if the references therein to an audit and derivative terminology were to an independent review.

17.4 When the Association's gross income is over CI\$50,000, the books of account are subject to an annual audit. Auditors are to be independent and not Members or Directors of the Company.

18 Compliance with FINA Rules

18.1 The Association recognises that FINA is the only recognised body in the world which governs aquatics internationally and the Association shall make application for and maintain:

- (a) affiliate membership with FINA and comply and act in accordance with all FINA rules and regulations governing affiliate members of FINA including, without limitation, FINA rules C7.2, C7.3, C7.4, C8.2, C9.3, C27 and DC14.1 (as such rules may be amended, supplemented or changed from time to time); and
- (b) affiliation to any such organisations or associations in or outside the Cayman Islands including, but not limited to, UANA, CCCAN, CARIFTA, CIGA and the CIOC, which regulate or arrange the participation by Cayman Islands athletes in any international or regional games including, but not limited to, the Olympic Games, Commonwealth Games, PanAm Games, Central American and Caribbean Games, Island Games, FINA World Championships, CCCAN Championships, Caribbean Islands Swimming Championships and CARIFTA Championships.

18.2 In the event of any conflict between the rules of FINA and these Articles or the rules and by-laws made hereunder, the rules of FINA shall prevail. All rules of FINA, including anti-doping rules, shall be deemed as incorporated into the rules and by-laws of the Association and be directly applicable to and followed by all clubs, competitors, competitor support personnel, coaches, physicians, trainers, managers, officials, medical or paramedical personnel, team leaders and other Association representatives.

18.3 The Association shall:

- (a) not alter or amend its name or these Articles without the prior written approval of FINA;
- (b) act in accordance with the decisions of the FINA Congress and the FINA Bureau;
- (c) permit all out-of-competition doping examinations of the Association to be controlled by FINA;
- (d) manage its affairs independently and not be influenced by third parties;
- (e) notify FINA of the dates and the location of the elections of Directors and provide the minutes of its general meetings to FINA no later than sixty (60) days after the conclusion thereof; and
- (f) ensure that its members comply with the rules, regulations, directives and decisions of FINA.

19 Emergency Powers

In cases of emergency where time shall not reasonably permit the convening of a meeting of the Directors, the President, the Secretary and any other Director shall, without the requirement of the approval of the Directors being obtained beforehand, have special powers to deal with any matter in such manner as they consider to be in the best interests of the Association in furtherance of its objects and without breaching the provisions of the Law, provided however that whenever such emergency powers shall be exercised the President will, without undue delay, convene a meeting of the Directors and report to the Directors on the matter or matters dealt with under such emergency powers.

20 Notices

- 20.1 A notice may be given by the Association or by the persons entitled to give notice to any Member either personally or by sending it by post, e-mail or telefax (or any other generally accepted method of delivery) to the address, if any, supplied by him to the Association for the giving of notices to him.
- 20.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at such time as the letter containing the same is posted.
- 20.3 Where a notice is sent by email or telefax (or such other generally accepted method of delivery), service of the notice shall be deemed to be effected by properly addressing and sending such notice through the appropriate transmitting medium and to have been effected on the day the same is sent.
- 20.4 Notice of every general meeting shall be given in some manner hereinbefore authorised to all Members who have supplied to the Association an address for the giving of notices to them. No other person shall be entitled to receive notices of general meetings.
- 20.5 The accidental omission to give notice of a meeting to or the non-receipt of a notice of meeting by any Member shall not invalidate the proceedings at any meeting.

21 Indemnity

- 21.1 Every Member, Director, Officer or agent for the time being and from time to time of the Association and the personal representatives of the same shall be indemnified and secured harmless out of the assets and funds of the Association against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him in or about the conduct of the Association's business or affairs or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by him in defending (whether successfully or otherwise) any civil proceedings concerning the Association or its affairs in any court whether in the Cayman Islands or elsewhere.

21.2 No such Member, Director, Officer or agent of the Association shall be liable (i) for the acts, receipts, neglects, defaults or omissions of any other such Director or officer or agent of the Association or (ii) by reason of his having joined in any receipt for money not received by him personally or (iii) for any loss on account of defect of title to any property of the Association or (iv) on account of the insufficiency of any security in or upon which any money of the Association shall be invested or (v) for any loss incurred through any bank, broker or other agent or (vi) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on his part or (vii) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities or discretions of his office or in relation thereto, unless the same shall happen through his own fraud.

22 Winding Up

22.1 The Association shall be wound up voluntarily whenever a Special Resolution is passed in accordance with the provisions of the Law requiring the Association to be wound up.

22.2 Clause 4 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions were repeated in these articles so that no portion of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise by profit to the Members.

22.3 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of its Memorandum of Association, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object and in such manner as the Governor-in-Cabinet may direct.

23 Rules and By-Laws

23.1 The Directors may from time to time make such rules and by-laws as they may deem necessary or convenient for the proper conduct and management of the Association and for the purpose of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the above, it may by such rules or by-laws regulate;

- (a) the admission and classification of Members, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

- (b) the conduct of the Members in relation to one another, and to the Association's employees;
- (c) the setting aside of the whole or any part or parts of the Association's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and Board meetings and meetings of subcommittees in so far as such procedure is not regulated by these articles; and
- (e) generally all such matters as are commonly the subject matter of Association rules.

23.2 The Association in general meeting shall have the power to alter or repeal the rules or by-laws and to make additions to them, and the Directors shall adopt such means as it deems sufficient to bring to the notice of Members all such rules and by-laws, which so long as they shall be in force, shall be binding on all Members provided nevertheless that no rule or by-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Association.

24 Amendment of Memorandum and Articles of Association

Subject to the provisions of the Law, the Association may from time to time by Special Resolution alter or amend its Memorandum of Association or these Articles in whole or in part.

25 Compliance with Anti-Doping Rules

The Association shall adopt the Anti-Doping Rules of the Cayman Islands Olympic Committee, the Anti-Doping Rules of FINA and the corresponding International World Anti-Doping Code in whatever form they may be from time to time and shall appoint a committee of the Directors to ensure that the regulations are complied with by the athletes, athlete support personnel and any other persons under the authority of the Association.