REQUEST FOR PROPOSALS

APPOINTMENT OF
OFFICAL ICC MERCHANDISE PARTNER
FOR

ICC WORLD TEST CHAMPIONSHIP FINAL 2027
ICC MEN'S CRICKET WORLD CUP 2027
ICC MEN'S T20 WORLD CUP 2028

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 ICC Business Corporation FZ LLC ("***IBC***"), a wholly owned subsidiary of the International Cricket Council Limited (the "***ICC***"), is incorporated under the regulations of the Dubai Development Authority in the United Arab Emirates, and is sanctioned by the ICC to organise the ICC Events and to exploit all commercial rights pertaining to the ICC Events throughout the world.

1.2 IBC wishes to appoint a company to provide the services and requirements set out in Appendix B (the "***Services & Requirements***") and to exploit the Rights (set out in Appendix I) in connection with the ICC Event(s). The Services & Requirements are intended to offer fans the opportunity to purchase official ICC Event Unbranded Licensed Products in the lead up to and during the ICC Events.

1.3 Unless otherwise defined elsewhere, capitalised terms used in this RFP have the meanings set out in Appendix A.

2. OBJECTIVES

2.1 The purpose of this RFP is to invite interested and qualified Applicants to submit Proposals for the right to provide the Services & Requirements to IBC, as described in the overview of Services & Requirements set out in Appendix B and the exploitation of the Rights, as set out in Appendix I, on the terms and subject to the conditions set out in this RFP. Applicants shall be Licensed Categories manufacturers and, or distributors with relevant Host Country experience and, who have the appropriate logistical and infrastructure competence, resources and financial capability to deliver the programme to a world class standard.

The program is intended to feature:

(a) a wide range of Unbranded Licensed Products that specifically promote cricket and the ICC Events; and

(b) a far-reaching retail presence (off-site and online) across ICC Events.

2.2 This RFP invites Proposals from Applicants with:

(a) extensive proven experience in providing services similar to the Services & Requirements and exploiting the Rights;

(b) a strong financial position;

(c) sufficient resources (in particular staffing) to provide the Services & Requirements and exploit the Rights (in particular staffing and/or contacts in the Host Countries);

(d) the proven ability to maintain a visible presence of high-quality Unbranded Licensed Products available through core distribution channels; and

(e) trained personnel who are familiar with major international sporting events.

2.2 In submitting a Proposal for the right to provide the Services & Requirements and exploit the Rights in respect of the ICC Event(s), each Applicant may, at its discretion, submit a Proposal in respect of all of the ICC Events listed in this RFP, any two (2) of such ICC Events, or a single ICC Event. Each Applicant must:

(a) complete, sign and return the form as set out in Appendix E, together with its detailed Proposal, by the applicable date specified in the Timetable; and

(b) provide adequate and detailed answers and information to meet the requirements of the Criteria (as set out in Appendix C).

For the avoidance of doubt, IBC reserves the right to appoint one or more Successful Applicants across the ICC Events, including making separate event-specific appointments, and an Applicant's submission of a Proposal in respect of multiple ICC Events shall not create any expectation or entitlement to be appointed for all such ICC Events.

2.3 In submitting its Proposal, each Applicant will have to establish that it satisfies (or will satisfy in a timely fashion) the Criteria and the Requirements. IBC will evaluate the Proposals based on the extent to which they satisfy such conditions and requirements.

2.4 Each Applicant should provide satisfactory evidence to IBC in its Proposal of its financial standing and of its ability to meet the commitments it makes in its Proposal. IBC reserves its right to require appropriate bank guarantees and/or parent company performance guarantees.

2.5 IBC may, in its absolute discretion, waive any of the conditions and/or requirements set out in this RFP in respect of any or all of the Applicants. Each Applicant will be evaluated on the overall merits of its Proposal and the Successful Applicant(s) may not have satisfied all conditions and requirements and may not necessarily be the one which offers the most competitive financial terms.

3. ENQUIRIES

3.1 IBC shall, where possible, answer questions or provide additional information reasonably requested by Applicants at any time during the Selection Procedure with respect to the contents of this RFP or the means by which the Successful Applicant(s) shall be appointed.

3.2 Queries should be addressed in an e-mail with the subject line "**Official ICC Merchandise Partner - Query**" to the following address:

sybil.fernandes@icc-cricket.com

3.3 IBC shall attempt to respond to all queries in as expeditious a manner as possible and in such a form as IBC considers appropriate. IBC reserves the right to make its response to any query from any Applicant available to all relevant Applicants without revealing the identity of the initial enquiring party.

3.4 IBC may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are sent less than 5 (five) business days before the due date for receipt of Proposals as set out in the Timetable.

4. SELECTION PROCEDURE OVERVIEW

4.1 Each Applicant must submit to IBC its Proposal documents, in English, by email by no later than the due date prescribed in the Timetable to the following address:

prabhakaran.thanraj@icc-cricket.com and sybil.fernandes@icc-cricket.com

4.2 Each Applicant must attach all applicable documents in support of its Proposal in accordance with the requirements set out in paragraph 2.3 of this RFP as well as any other relevant materials, weblinks, photographs and/or attachments. IBC may issue supplementary requests for information which, once issued, will form part of this RFP. IBC may also ask any Applicant for such further information, guarantees and/or documents as IBC deems necessary in connection with any Proposal at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by IBC to evaluate a Proposal.

4.3 Each Proposal, once submitted, constitutes a binding and irrevocable offer to provide the Services & Requirements on the terms set out in the Proposal, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested by IBC).

4.4 IBC is not obliged to accept or consider any Proposal in full or in part or any responses or submissions in relation thereto and IBC may reject any Proposal, responses or submissions (or any part thereof) and, in its sole discretion, may refuse to award any business in connection with this RFP. Without prejudice to the foregoing, IBC reserves the right to appoint the Applicant(s) whose Proposal (in the absolute discretion of IBC) most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in this RFP or to make alternative arrangements for the provision of the Services & Requirements and the exploitation of the Rights, including (without limitation) issuing a revised or different RFP or providing the Services & Requirements and/or exploitation of the Rights itself or granting the Rights (in whole or in part) to a third party.

4.5 IBC shall conduct the Selection Procedure in accordance with the Timetable set out in Appendix D. Each Applicant is and shall be required to comply fully with the applicable deadlines in the Timetable as well as such other deadlines as are imposed by IBC throughout the Selection Procedure (unless otherwise approved by IBC on a case-by-case basis).

4.6 The Selection Procedure shall consist of:

(a) technical evaluation of each Proposal examining each Applicant's ability to provide the Services & Requirements in accordance with the Requirements;

(b) a financial evaluation of each Proposal evaluating each Applicant's financial capability and commercial leverage to obtain, offer and sustain the most favourable pricing structure

(c) an evaluation of each Applicant's suitability, experience and qualifications, including (without limitation) its compliance with the Criteria as well as the organisational structure and infrastructure proposed by the Applicant to provide the Services & Requirements; and

4.7 IBC may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested within 7 (seven) calendar days (or

such other period of time as may be required by IBC) following receipt of the written request for that information and/or documentation. Any and all costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.

4.8 IBC reserves the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with Applicants following submission of the Proposals.

4.9 After careful consideration and thorough examination of the Proposals and, if applicable, the presentations, IBC shall, in its absolute discretion, confirm which Applicant(s) (if any) it proposes to appoint as the Successful Applicant(s). Applicants should clearly indicate in their Proposals any cost implications should IBC appoint another Applicant or Applicants to provide other elements of the Services & Requirements. The relative competitiveness of the financial terms offered may not necessarily be a decisive factor in choosing between Proposals. IBC reserves the right to make the appointment of the Successful Applicant(s) subject to such further terms and conditions as it considers appropriate in relation to this RFP process and/or the provision of the Services & Requirements. Applicants who have not been selected shall be informed accordingly in writing. IBC shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.

4.10 The appointment of the Successful Applicant(s) is subject to the conclusion of Agreement(s) between IBC and the Successful Applicant(s) governing all rights and obligations related to the Services & Requirements and the Rights. The Agreement(s) shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the Proposal of the Successful Applicant(s) or otherwise). Each Applicant agrees and acknowledges that IBC shall have the absolute right to determine at its absolute discretion whether or not negotiations shall be conducted on an exclusive basis.

4.11 Notwithstanding any other provision of this RFP, IBC reserves the right, at any time and in its absolute discretion, to accept or reject Proposals (or to permit any Applicant to resubmit its Proposal in the event that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time, to pursue negotiations in respect of some or all of the Services & Requirements, to modify the scope and scale of the Services & Requirements, and to suspend, discontinue, modify and/or terminate this RFP process (or any part thereof) at any time.

5. LEGAL PROVISIONS

In participating in this RFP process, responding to this RFP and/or submitting a Proposal, each Applicant accepts and agrees to be bound by and to comply with the terms of this RFP generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):

5.1 Nothing in this RFP, or in any communication made by IBC or its officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between IBC and any Applicant, nor shall it be taken as constituting any representation that rights or licences will be granted in accordance with this RFP and/or the Selection Procedure.

5.2 IBC reserves the right, at any time during the Selection Procedure, to change any aspect of this RFP, to issue any separate amendment or addendum to this RFP (which will become

part of this RFP upon issue) or to issue an amended RFP in place of this RFP, to refuse to consider any Applicants or to withdraw this RFP. Applicants acknowledge that IBC may decide to organise the Services & Requirements on its own or without appointing any third party and that IBC may increase, decrease, suspend, discontinue and/or modify its requirement for the Services & Requirements in respect of the ICC Event(s) or any part thereof.

5.3 Following consideration of the desirable contractual structure for the Services and/or in light of the location and identity of the Successful Applicant, IBC may at any time elect for (i) the contracting party to be another ICC entity, the host of the relevant ICC Event, the LOC or other appropriate third party entity rather than IBC; and/or (ii) the Services & Requirements to be contracted via more than one Agreement at any time prior to the relevant ICC Event.

5.4 Whilst IBC has taken all reasonable care to ensure that this RFP is accurate in all material respects at the date of its issue, neither IBC, nor any of its officers, employees, representatives, agents and/or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this RFP or in any subsequent correspondence by IBC in relation to this RFP, nor shall they be liable for any loss or damage suffered by any Applicant or any other third party in reliance on this RFP or any subsequent communication with IBC.

5.5 Without prejudice to paragraph 5.4 above, this RFP does not contain any representation upon which any Applicant or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against IBC and/or its associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This RFP is incapable of creating any liability for IBC and/or its associated entities and each Applicant hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Applicant, the Selection Procedure or otherwise in relation to the RFP process.

5.6 Each Applicant represents, warrants and undertakes to IBC that any and all information contained in its Proposal and/or submitted in connection with its Proposal, and any and all representations made by or on its behalf to IBC, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation, by the omission of any material, information or facts) and that if, after submitting its Proposal there is any change in the Applicant's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by IBC, the Applicant shall promptly notify IBC in writing setting out the relevant details in full. IBC is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Proposal and/or submitted in connection with any Proposal in assessing any Applicant’s ability to perform and deliver the Services & Requirements.

5.7 Each Applicant agrees to keep confidential at all times, whether during or after the Selection Procedure, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly “need to know” basis and only for the purpose of this Selection Procedure.

5.8 Each Applicant agrees that it will not discuss any part of this RFP, any Proposal it is considering or which it has submitted and/or any other aspect of the Selection Procedure

with any other Applicant at any time for any reason. Any breach of this obligation by an Applicant may result in its immediate elimination from the Selection Procedure.

5.9 No Applicant is entitled to make any announcement relating directly or indirectly to this RFP, the Selection Procedure and/or its Proposal. Each Applicant acknowledges and agrees that IBC shall have the absolute right to make any announcement in connection with this RFP and/or the whole or any aspect of the Selection Procedure.

5.10 Each Applicant is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by the Applicant or on its behalf in the preparation and submission of its Proposal and/or otherwise in relation to the Selection Procedure and/or any negotiations following receipt by IBC of its Proposal (whether or not an Agreement(s) is entered into with such Applicant). Under no circumstances will IBC and/or its associated entities and/or any of its respective officers, employees, representatives, agents or advisers be responsible for any costs of any Applicant associated in any way (whether directly or indirectly) with the Selection Procedure.

5.11 Each Applicant acknowledges that any and all intellectual property rights of IBC and the ICC in relation to the ICC Events (including but not limited to the name, logo and trophy for the ICC Events) remain the exclusive property of IBC or the ICC (as appropriate). Furthermore, any materials provided by IBC to any Applicant shall belong and/or accrue exclusively to IBC. No Applicant shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this RFP, including the examples provided as part of this RFP which shall be owned by IBC.

5.12 In consideration of IBC receiving and reviewing its Proposal, each Applicant confirms and warrants that it has read, understood and accepted the terms and conditions set out in this RFP, which take precedence over any provisions contained in any other communications between the Applicant and IBC. Each Applicant further acknowledges that, except as set out in the Proposal and in the Agreement(s), there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between IBC and the Applicant in relation to this RFP, its subject matter and/or the provision of the Services & Requirements.

5.13 Each Applicant acknowledges that, save as set out in the Agreement(s), all rights and opportunities in and in relation to ICC Events or the Services & Requirements shall be exclusively reserved by IBC, the LOC and/or the ICC (as appropriate).

5.14 IBC shall be able to rely on any and all representations made by each Applicant in its Proposal and/or in connection therewith.

5.15 No terms seeking to restrict in any way the discretion of IBC in the Selection Procedure will be accepted.

5.16 This RFP, the Selection Procedure and any and all related documentation, correspondence (including, without limitation any Proposal), any non-contractual obligations and any Agreement(s) (or other agreements) entered into between IBC or any of its affiliates and any Applicant or prospective Applicant shall be governed by and interpreted in accordance with English law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the English courts.

6. CONFLICTS AND COLLUSIVE BEHAVIOUR

6.1 A conflict of interest arises when an Applicant's integrity, objectivity or fairness in performing the Services & Requirements is at risk due to a personal interest or conflicting business arrangement of the Applicant, or a person or organisation associated with the Applicant.

6.2 An Applicant must accordingly disclose in their Proposal any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to IBC and other parties in the course of delivering the Services & Requirements or exploiting the Rights, should they be selected as the Successful Applicant. Applicants with such conflict or perception of conflicts must specify within their Proposal how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the performance of any Services & Requirements or exploitation of the Rights.

6.3 The Applicant and any person or organisation associated with the Applicant must not directly or indirectly provide any form of inducement or reward to any employee, member or shareholder of IBC, the ICC or any affiliates or associated concerns or any of their respective representatives in relation to the Selection Procedure under this RFP.

6.4 Without prejudice to any criminal liability an Applicant may attract and any other remedies available to IBC or the ICC, each Applicant hereby undertakes that it shall not:

(a) fix or adjust its Proposal by or in accordance with any agreement or arrangement with any other party;

(b) communicate to any party its proposed Proposal or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or insurance or any necessary security);

(c) enter into any agreement or arrangement with any other party that such other party shall refrain from submitting a Proposal;

(d) enter into any agreement or arrangement with any other party as to the costs of any Proposal submitted; and/or

(e) collaborate or collude with any third party with a view to unfairly influencing the outcome of the Selection Procedure under this RFP or otherwise misleading or concealing information from IBC.

7. OTHER OBLIGATIONS

7.1 The engagement of the Successful Applicant(s) pursuant to this RFP is subject to the conclusion of the Agreement(s) between IBC (which shall for the purposes of this paragraph 7 be deemed to include such other ICC entities as IBC nominates) and the Successful Applicant(s), governing all rights and obligations related to the Services & Requirements to be provided by the Successful Applicant(s). The Agreement(s) shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the accepted Proposal or otherwise). Some key principles in relation to the Agreement(s) are set out below:

Subject	Principle
Payment Schedule	All monetary consideration to be payable in United States dollars to IBC on a net-of-tax basis

Subject	Principle
Assignment and sub-contracting	The Successful Applicant(s) will only be able to assign/ sub-contract any or all of its rights and obligations under the Agreement(s) with the express written permission of IBC. However, the Successful Applicant(s) shall at all times remain primarily liable for the performance of all of its obligations under the Agreement(s) notwithstanding any such sub-contract.
Insurance	The Successful Applicant shall obtain and maintain, at its own cost , comprehensive public liability and product liability insurance (with a reputable insurer acceptable to IBC with a minimum "A" grade S&P, Moody's or similar rating) to protect the Successful Applicant and IBC against any and all claims, actions, losses and damages arising out of the provision of the Services (including, without limitation, coverage for financial loss, efficacy and failure to fulfil function) up to a minimum amount of US$10,000,000 (ten million United States dollars) for any one claim (or in aggregate in respect of product liability). The Successful Applicant shall promptly provide evidence of such insurance to IBC upon request, and shall immediately notify IBC should any occurrence serve to void such insurance. Additionally, Successful Applicant to take out and maintain, at its own cost, throughout the Term appropriate professional indemnity insurance with a reputable insurer, in an amount not less than US$5,000,000 (five million United States dollars) for any one claim, to cover any claim that may arise under or in connection with the Services & Requirements, including but not limited to cover against defamation, negligence, malpractice, breach of duty or any other act or omissions in the performance of the Services & Requirements. IBC shall be named as an additional insured under this policy and provided with a copy of the policy if requested. The terms of the policy shall not operate to relieve the Successful Applicant of any of its liabilities under the Agreement.
Intellectual Property Rights	IBC shall own and retain ownership of all of intellectual property rights which it provides to the Successful Applicant or which arise as a result of the Services & Requirements from creation. The Agreement(s) will require assignment by the Successful Applicant(s) for any intellectual property rights that may be created or become vested in the Successful Applicant(s) (or any sub-contractor) in the course of the performance of Service(s) & Requirements from creation and a full indemnity for any intellectual property rights infringement.
No Partnership	Nothing in the Agreement(s) and no action taken by the parties pursuant to it shall constitute, or be deemed to constitute, the parties as a partnership, association, joint

Subject	Principle
	venture or other co-operative entity.
Liability	IBC shall not be liable to the Successful Applicant(s) under the Agreement(s) for any indirect or consequential loss arising out of or in connection with the performance of its obligations under the same or any breach thereof even if it was advised in advance of the possibility of such loss or damage. The Successful Applicant(s) undertakes and agrees that they will provide uncapped indemnity and hold IBC harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damages arising from a breach of the Successful Applicant's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Successful Applicant.
Governing Law	The Agreement(s) will be governed by and interpreted in accordance with the laws of England and Wales.

APPENDIX A

DEFINITIONS

"Agreement(s)"	means each long-form written agreement to be entered into between IBC and the Successful Applicant(s) governing the provision by the Successful Applicant(s) of the Services & Requirements (or any part of them) and the granting of the Rights by IBC to the Successful Applicant.
"Applicant"	means any party which is considering whether or not to submit or which submits from time to time a Proposal in response to this RFP.
"Authentic On-Field Playing Jersey"	means a replica team shirt produced by an ICC Member's official team kit manufacturer which is identical in design, quality, weight and other branding as that which forms part of the playing clothing worn by that team in matches during the relevant ICC Event.
"Confidential Information"	means any and all aspects of this RFP, the Selection Procedure, and/or the business and/or affairs of the ICC and/or IBC which is or which comes into an Applicant's possession (except where such information is generally available to the public).
"Criteria"	means the list of criteria to be addressed by each Applicant in its Proposal as set out in Appendix C.
"Designation"	means the designations referred to which the Successful Applicant is granted the right to use, in accordance with the terms of this RFP, to indicate an association with the ICC Events.
"IBC"	means ICC Business Corporation FZ LLC, which has its registered address at DMC-BLD05-VD-G00-075, Dubai Media City, United Arab Emirates, and its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates.
"IBC Appointed Licensee"	means any licensee appointed by IBC who has signed an independent license agreement (which may include additional rights granted beyond the Rights set out in this RFP).
"IBC Commercial Partners"	means any person (other than the Successful Applicant) to whom IBC grants promotional, advertising, marketing, sponsorship, new media or other association rights in relation to the ICC Event as notified by IBC to the Successful Applicant.
"ICC"	means the International Cricket Council Limited, the international governing body for the sport of cricket.
"ICC Event(s)"	means the events listed in Appendix H.
"ICC Member"	means any full or associate member of the ICC.
"Licensed Categories"	means the indicative product categories for Unbranded Licensed Products as set out in Appendix G.

"**LOC**"	means the local organising committee established by the Member Board appointed to host the relevant ICC Event(s).
"**Match**"	means any official cricket played as part of the relevant ICC Event(s).
"Merchandise Licensing Programme"	means the programme for the design, development, manufacture, sourcing, approval, marketing, distribution and sale of approved ICC Event merchandise within the Licensed Categories through the Official Retail Programme and any other channels approved by IBC from time to time.
"Official Retail Programme"	means the integrated programme for the marketing, distribution and sale of approved ICC Event merchandise through the On-Site Retail Programme, Off-Site Retail Programme, Official Online Store and any other retail channels approved by IBC from time to time.
"Off-Site Retail Programme"	means the production, marketing, advertising and sale of Unbranded Licensed Products within the Licensed Categories including, but not limited to, off-site retail outlets (including offline and online retail), wholesale outlets and corporate orders.
"On-Site Retail Programme"	means the production, marketing, advertising and sale of Unbranded Licensed Products within the Licensed Categories through official stadium retail outlets (using existing or temporary facilities).
"Official Online Store"	means the official internet website hosted and operated by or on behalf of the Successful Applicant for the purposes of functioning as an e-commerce facility in relation to the online retail programme, having a URL as designated by IBC.
"**Proposal**"	means all documents and information submitted by an Applicant supporting its bid to provide the Services & Requirements to IBC, and be granted the Rights by IBC, as required under this RFP, including the Price Quotation as set out at Appendix F.
"**Preferred Partner**"	means the Applicant(s) designated as such by IBC following the initial stage of the Selection Procedure.
"**Requirements**"	means the guidelines, directions, requirements, instructions and requests of IBC issued to any Applicant with respect to the Selection Procedure and/or the Services & Requirements and the Rights from time to time.
"**RFP**"	means this Request for Proposals, including all of its appendices and as amended, supplemented or replaced from time to time.
"Rights"	means the indicative list of rights in Appendix I.
"**Selection Procedure**"	means the entire procedure conducted by IBC to select and appoint the Successful Applicant(s) for the provision of the Services & Requirements pursuant to the RFP process and the subsequent negotiation, finalisation and execution of the Agreement(s).
"**Services & Requirements**"	means the services and requirements set out in Appendix B.

"**Successful Applicant(s)**"	means the Applicant(s) selected by IBC to provide the Services & Requirements and exploit the Rights pursuant to the Selection Procedure.
"**Timetable**""	means the timetable for the Selection Procedure as set out in Appendix D.
"Term"	means the period commencing upon the date of signature of the Agreement by IBC and the Successful Applicant and continuing in force until 60 (sixty) days after the conclusion of the ICC Event(s).
"Unbranded Licensed Product"	means products that only bear ICC Event marks supplied as per ICC guidelines but do not bear the name, logo, or any other branding of the Successful Applicant, any manufacturer and/or any other third party involved in the manufacture or sale of such product.
"**Venue**	means the premises of any stadium, ground or place at which any Match is scheduled to be played and/or any other stadium, ground or place that may be selected by IBC for any training, practice or preparatory purposes during the relevant ICC Event(s).

APPENDIX B

SERVICES & REQUIREMENTS

1. OVERVIEW

IBC is seeking to appoint an Official ICC Merchandise Partner to design, develop, manufacture, source, market, distribute and retail Official ICC Event merchandise across all or designated ICC senior events during the Term.

The Successful Applicant will be responsible for delivering an integrated, world-class retail programme across physical and digital channels that enhances the fan experience, maximises commercial returns and protects the integrity of the ICC brand.

The appointment shall extend beyond the manufacture and sale of ICC Event branded merchandise and shall include responsibility for:

- development of the official ICC Event merchandise collections;
- operation of the Official Retail Programme, On-Site Retail Programme, Off-Site Retail Programme and Official Online Store throughout the Term;
- delivery of retail operations across all designated ICC Events;
- procurement and retailing of Authentic On-Field Playing Jerseys through ICC Members and/or their appointed manufacturers;
- procurement, stocking and sale of products from IBC Appointed Licensees;
- management of retail operations across online, venue and approved third-party retail channels;
- implementation of merchandising, marketing, inventory, logistics and reporting programmes; and
- collaboration with ICC, the Host, Members, IBC Appointed Licensees and Commercial Partners.

The Successful Applicant shall provide a fully integrated "turnkey" merchandise solution for IBC for the relevant ICC Event(s) that they are awarded as part of the RFP process.

Programme Development & Obligations

The Successful Applicant shall be required to design, develop and implement the ICC Events Merchandise Licensing Programme in connection with the relevant ICC Event in the style of a 'turnkey' solution for IBC, subject always to the instructions and approval of IBC, which includes but is not limited to the following:

a) Designing, developing and implementing the annual retail merchandise strategy for the production, marketing, advertising and sale of Unbranded Licensed Product within the Licensed Categories through the Official Retail Programme for the sole purpose of running an On-Site Retail Programme, an Off-Site Retail Programme and Official Online Store at ICC Events (IBC's minimum requirements as set out below).

b) Obtaining IBC approval on Unbranded Licensed Product range plan, retail promotions and/or advertising materials.

c) Procuring, sourcing, negotiating, agreeing with and (once the approval of IBC has been obtained) contracting with a network of retailers to stock and sell as many categories as possible of Unbranded Licensed Product within the Licensed Categories through as many distribution channels as possible in accordance with IBC's instructions.

d) Managing, coordinating and monitoring the suppliers, retailers or partners with whom the Successful Applicant has a contractual relationship, in relation to delivery of the Merchandise Licensing Programme rights.

e) Appointing a company representative to IBC to act as the primary contact for ICC enquiries and contract management and liaising regularly with IBC's designated commercial representative.

f) Optimizing sale of Unbranded Licensed Products in the applicable Host Countries through the Official Retail Programmes and ensuring IBC's merchandise objectives are met.

g) Assisting IBC in preparing and implementing a cost-efficient anti-counterfeiting and official licensed merchandise rights protection strategy for use in connection with the Merchandise Licensing Programme.

h) Attending relevant IBC marketing workshops and providing a reasonable number of samples, free of cost in order to further develop and promote the Merchandise Licensing Programme and to introduce the range to IBC Commercial Partners.

i) Conducting due diligence into and managing compliance of potential suppliers, partners and/or service providers to ensure those that are selected are of good repute. Maintaining quality assurance procedures throughout the supply chain.

j) Ensuring that the Unbranded Licensed Products in the On-Site Retail Programme, Off-Site Retail Programme and Official Online Store for the relevant ICC Event consist of a range of types of products (minimum requirements as set out below) and are of a world-class quality according to the markets in which they are being sold and that they meet all relevant requirements under applicable law. Ensuring compliance with all applicable legislation, consumer protection requirements, product safety standards and ethical sourcing obligations.

k) Organising and attending regular meetings as required by IBC.

l) Producing and maintaining comprehensive sales reports, books and records or transactions and performances as required by IBC, including real-time sales information and data, weekly analytics reports, regular quarterly royalty reports over an agreed period and within 45 days of the conclusion of the relevant ICC Event.

Daily (during tournaments)

- Sales by venue
- Sales by product
- Inventory levels
- Stock replenishment
- Operational issues

Weekly (annually)

- Sales by channel
- Product performance
- Customer insights
- Marketing performance
- Inventory ageing

Quarterly (annually)

- Royalty reporting
- Financial reporting
- Forecast updates
- Digital performance
- Consumer analytics

Post Event: within forty five (45) days following each ICC Event, the Successful Applicant shall submit a comprehensive operational report detailing:

- Sales performance
- Product performance
- Venue performance
- Online performance
- Financial performance
- Consumer insights
- Lessons learned

- Recommendations for future events

m) Developing promotions and relationships with retailers in order to promote the Merchandise Licensing Programme, subject to approval by IBC.

n) Maintaining an accurate database of associated retailers and suppliers and granting IBC full access to such database.

o) Providing and maintaining a comprehensive and effective online approval system for the submission and approval of proposed designs, marketing material and other collateral to which the Successful Applicant must give IBC full and unrestricted access.

The Successful Applicant shall ensure that all products sourced pursuant to this section are approved by IBC and are made available through such retail channels as may be agreed with IBC.

On-Site Retail Programme and Off-Site Retail Programme

The Successful Applicant shall:

a) Operate and maintain the On-Site Retail Programme outlets for all matches at the respective ICC Event venues, including any official ICC Event fan zones or official pop-up stores; it being understood that IBC's minimum requirements in respect of the same as set out below.

b) Conduct on-site venue visits or attend official venue inspections and/or liaise with IBC and agree in good faith on the appropriate number and location of on-site retail outlets, subject to availability of space and safety and security considerations.

c) Agree with IBC on the designs of the On-Site Retail Programme outlets or any other on-site infrastructure.

d) Ensure that the Unbranded Licensed Products for the relevant ICC Event (across both the On-Site Retail Programme and Off-Site Retail Programme) consist of a range of types (minimum requirements as set out below) and are of a world-class quality according to the markets in which they are being sold and meet the requirements of all applicable laws. This may include products from IBC Appointed Licensees (subject to IBC approvals and local security considerations).

e) Ensure that an appropriate quantity of Authentic On-Field Playing Jerseys (to include a mix of men's, women's and children's sizes), representing each participating team at a match, are available for purchase across the On-Site Retail Programme and Official Online Store, sourced directly from the respective ICC Member manufacturer.

f) Ensure that appropriate standards are maintained across the retail outlets for the Off-Site Retail Programme and that the chosen distribution channels are of a world-class standard.

g) Production of Unbranded Licensed Product catalogues (digital), highlighting the Successful Applicant's ICC Event range, available no later than six (8) months in advance of the relevant ICC Event.

h) Be responsible for the following costs:

   i) The set-up, day to day operation and dismantling of the On-Site Retail Programme; it being understood that IBC's minimum requirements in respect of the same are set out below;

   ii) The management of the Off-Site Retail Programme and official relevant ICC Event fan zones;

   iii) Infrastructure design and branding;

   iv) Compliance with local safety and security regulations; and

   v) Utilities such as power, internet.

Official Online Store

In relation to the Official Online Store, the Successful Applicant shall:

a) Be responsible for the following:

   i) Development and maintenance of the Official Online Store, on a dedicated host platform, with a link to the ICC website (www.icc-cricket.com); or ICC Event website

   ii) The hosting platform for the Official Online Store (as stipulated by IBC);

   iii) The 'look and feel' of the Official Online Store shall follow the relevant ICC Event brand and other ICC Guidelines which shall be provided by IBC. The 'look and feel' of the Official Online Store must also include relevant IBC Commercial Partner or commercial affiliate branding/logos as required by IBC;

   iv) Integration of the Official Online Store with key social media platforms (such as the shop feature on Facebook and Instagram);

   v) Integration of the Official Online Store with key ICC Event suppliers (such ticketing, travel and tours etc);

   vi) Management of regular communications to customers, including customer service, post-purchase surveys and targeted offers.

b) Ensure appropriate quantities of Authentic On-Field Playing Jerseys (to include a mix of men's, women's and kids sizes), representing each participating team for the relevant ICC Event are available for purchase, sourced directly from the respective ICC Member or their official manufacturer.

c) Ensure that the Official Online Store, for the relevant ICC Event(s), is launched in accordance with timelines agreed by IBC in relation to the relevant ICC Event(s).

d) Submit a detailed 12-month marketing plan (updated on an annual basis) for approval by IBC prior to the launch of the Official Online Store.

e) Submit a promotional plan for engaging the ICC Family Database, which may include activities such as exclusive access to certain products or pre-sale windows, discounts, etc.

The Official Online Store shall:

a) meet state-of-the-art e-commerce standards (fully responsive, lightning-fast performance, easy to update CMS, complete SEO, easy checkout flow, fully tagged and tracked analytics, including the implementation and maintenance of all ICC-required analytics, tracking and measurement tags, support purchase in all relevant currencies and multiple payment options);

b) have cross sell capabilities, such as a recommendation engine, abandoned cart follow-up, retargeting etc;

c) exhibit strong performance under heavy load, facilitated by regularly completed load testing;

d) be operational 24 hours a day and 7 days a week, with email and telephone query or support assistance (which shall comply with all relevant consumer protection requirements under applicable law);

e) include an integrated single sign-on solution to allow already registered users of the ICC Family Database to access the Official Online Store without the need to separately register again;

f) use existing API and/or widgets in order to provide contextual advertising to promote certain licensed products from the Official Online Store on the relevant ICC Events sections of ICC's website;

g) facilitate the provision of all relevant customer data and e-commerce analytics to IBC on a daily basis, including, without limitation, (i) customer behaviour analytics; (ii) guest/checkout data; (iii) traffic sources and acquisition data; and (iv) product performance data and insights, including data required to inform promotional activities and enable relevant personalisation. The exact mechanism for the capture and provision of such personal data and analytics (including, for example, the relevant 'opt-in' consent wording) shall be agreed between IBC

and the Successful Applicant in good faith, it being agreed that the Successful Applicant shall be responsible for ensuring that all relevant processes are in full compliance with all data protection, privacy and other applicable legal requirements;

h) conform to Web Content Accessibility Guidelines 2.0;

i) comply with all relevant and current industry-standard payment systems and support multiple payment methods, including Apple Pay and Google Pay;

j) be available in at least English (and ideally other relevant regional languages); and

k) have stringent cybersecurity procedures, including regular monitoring and testing of both the Official Online Store and the hosting infrastructure in order to proactively manage against malicious actors.

Applicants should note that IBC will not be a party to hosting and/or supplier agreements. However, coordination and cooperation with IBC-appointed suppliers (e.g. for website, app integration) may be required by the Successful Applicant.

Other

Appointed Licensees

In addition to the above, the Successful Applicant shall proactively engage with IBC Appointed Licensees, as identified by IBC from time to time, to facilitate the sourcing, stocking and sale of approved co-branded Licensed Products through the Merchandise Licensing Programme and be responsible for negotiating and agreeing directly with the relevant Appointed Licensee all commercial terms relating to the procurement and resale of such products, including, without limitation:

i) minimum order quantities;
ii) wholesale/purchase pricing;
iii) recommended retail pricing and applicable margins;
iv) product availability and production timelines;
v) ordering, payment and delivery terms;
vi) inventory and replenishment arrangements; and
vii) any other terms necessary to facilitate the stocking and sale of the relevant products.

Any such arrangements shall be subject to the prior approval of IBC in respect of the proposed products, use of ICC Event marks/brand guidelines, branding, product presentation and any other rights or brand considerations. IBC shall not be responsible for determining or guaranteeing the commercial terms agreed between the Successful Applicant and the relevant IBC Appointed Licensee, and the Successful Applicant shall bear responsibility for managing such commercial relationships and fulfilling all agreed purchase commitments.

Sustainability & Responsible Sourcing

The Successful Applicant shall demonstrate responsible sourcing practices including ethical manufacturing, labour standards, environmental compliance, sustainable packaging, product traceability, supplier audits, waste reduction initiatives, and carbon reduction initiatives.

Local Design, Production

The Successful Applicant shall use best endeavours to identify and support local design, production and supply chain opportunities in each relevant event market for approved ICC-licensed products. This may include, where commercially and operationally appropriate, the engagement and integration of local designers, artists, craftspeople, manufacturers and other relevant stakeholders from the local fashion, creative and craft industries.

The Successful Applicant shall consider such opportunities as part of its merchandise planning and supply chain strategy for each event, while ensuring that all products continue to meet IBC's required standards in respect of quality, design, licensing, pricing, production and delivery.

The Successful Applicant shall provide IBC with a summary of the local design, production and supply chain opportunities considered and/or implemented as part of its planning and post-event report, including details of relevant local stakeholders engaged and the products or activities supported.

Supply Chain

The Successful Applicant shall establish an end-to-end supply chain supporting all applicable ICC Events. This shall include:

- Manufacturing
- Warehousing
- Freight
- Customs
- Import/export
- Inventory management
- Distribution
- Replenishment
- Reverse logistics

The Successful Applicant shall maintain contingency plans for supply disruption.

Authentic On-Field Playing Jerseys

The Successful Applicant shall source the Authentic On-Field Playing Jerseys. Responsibilities shall include:

a) Engaging directly with ICC Members and/or their appointed manufacturers.
b) Procuring authentic playing jerseys.
c) Procuring official replica apparel.
d) Negotiating wholesale purchasing arrangements.
e) Managing inventory.
f) Forecasting demand.
g) Replenishing stock throughout tournaments.
h) Ensuring equal representation of participating teams where commercially and operationally feasible.
i) Retailing the Authentic On-Field Playing Jerseys through all approved retail channels.

Minimum Requirements for the Merchandise Licensing Programme (subject to IBC approval)

All venues and match days

- 2-4 x retail outlets (using existing or temporary facilities and dependent on space) selling the minimum range set out below
- Authentic On-Field Playing Jerseys procured through ICC Member official manufacturers – with a minimum representation of four (4) participating teams across the ICC Event;

Minimum requirements for Unbranded Licensed Product range

Core Events Collection (equal representation across men, women and children):

- Apparel – t-shirts (6 SKUs), polo (3 SKUs), hoodie (3 SKUs), mid-layer and/or gilet (2 SKUs);
- Headwear – baseball caps (8 SKUs), other hats (i.e. bucket, wide brim, beanie etc. – 2 SKUs each); and
- Other categories (1-3 SKUs each).

Other: participating teams' range (equal representation across the teams for men, women and children): Finals collection; Champions collection; trophy collection; heritage collection; kids collection, women's collection; lifestyle collection; Limited Edition collections; a mascot range.

- Retro range (for adults) – throwback replica shirts (min 1 per participating team),

All of the above is subject to design approval by the IBC.

Designated channels

- Official Online Store (established and maintained in accordance with the Brand Guidelines);
- On-Site Retail and Off-Site Retail; and
- such other channels as may be agreed in writing from time to time.

Key Considerations

a) Applicants are advised to note that IBC and Commercial Partners will not be obligated to source their premiums through the Merchandise Licensing Programme.

b) IBC will maintain approval of the Merchandise Licensing Programme and will reserve the right to reject any elements that do not:

   i) support the values of the IBC, the relevant ICC Event and cricket as a sport;

   ii) conform to the IBC's expectations in relation to compliance with applicable law, including relevant international standards on global supply chains and labour standards; and

   iii) comply with the ICC Guidelines issued by IBC from time to time.

c) The Successful Applicant shall proactively engage with IBC Appointed Licensees as advised from time to time. Such IBC Appointed Licensees shall be given the opportunity to collaborate with the Successful Applicant on the stocking of/selling their product range, unless otherwise mandated by the IBC. There is no obligation to use such IBC Appointed Licensees in the event that pricing requirements or other essential matters relating to the subject matter of the Agreement cannot be fulfilled.

d) The Successful Applicant shall proactively engage with IBC Commercial Partners as advised from time to time. Such IBC Commercial Partners shall be given the opportunity to collaborate with their product range application or integrate their business product application within the Official Online Store e.g. card payments.

APPENDIX C

CRITERIA

Each Proposal must include information to allow IBC to evaluate the Relevant Experience, Organisational Criteria, Operational Criteria, Sustainability and Ethical Business Practices and Financial Criteria in relation to the Applicant (together the "**Criteria**") set out below. Proposals may, where appropriate, include the provision of documentary evidence in support of the relevant Criteria and Applicants are requested to address as fully as possible the questions set out below in respect of each of the Criteria. IBC reserves the right to evaluate Proposals by reference to the below evaluation criteria and any other criteria in its absolute discretion.

Relevant Experience

1. What relevant experience does the Applicant have in relation to the international sport market? Please highlight any specific cricket experience that the Applicant has.

2. How will your experience and expertise in providing services of a similar nature to the Services & Requirements in relation to previous global sporting events enable the Applicant to deliver the scope of the Services & Requirements required?

3. What innovations, concepts, products or processes has the Applicant previously introduced in the delivery of an On-Site Retail Programme and an Off-Site Retail Programme? How will the Applicant apply any of the foregoing to the Services & Requirements?

Operational Criteria

4. Please provide an in depth “reverse brief” in which the Applicant details its understanding of the Services & Requirements delivery requirements and strategies, highlighting cost effective solutions.

5. Please provide an overall project summary which sets out a proposed detailed project timeline, highlighting the key dates and milestones in the planning and implementation process.

6. Please provide a full list of all exclusions or dependencies expected to be provided by or on behalf of IBC for the delivery of the Services & Requirements.

7. Please identify any material risks in the provision of the Services & Requirements and how the Applicant will manage any risks associated with the delivery of the Services & Requirements.

   What are the Applicant’s current levels of insurance in relation to Professional Indemnity, Public Liability and Directors’ and Officers’ E&O insurance? (Note to Applicants: IBC will require the Successful Applicant to take out and maintain throughout the Term the insurance set out in Section 7 of this RFP.

Organisational Criteria

8. Please include a detailed staffing plan of how the Applicant intends to deliver of the Services & Requirements in line with the required timescales (including an organisation chart, the size and composition of the proposed team, respective

responsibilities and escalation paths) and how the Applicant believes each team member's experience makes them suitable for these roles.

Within the staffing plan indicate whom the Applicant proposes to act as its Account Director/Manager for the Services & Requirements and how the Applicant believes their experience makes them suitable for this or these role(s).

9. How will the structure, composition and experience of the Applicant's project team ensure delivery of the Services & Requirements in line with the required timescales?

10. Will the Applicant have the capability to change staffing rapidly as required? Does the Applicant propose to sub-contract any aspect of the Services & Requirements? If so, please provide full details about proposed sub-contractors and any other material information.

Sustainability and Ethical Business Practices

11. Please provide details of how the Applicant will ensure that: (i) the Services & Requirements will be delivered safely and in compliance with established government and industry environmental protection policies; and (ii) that the delivery of the Services & Requirements does not present unnecessary risks to the environment or public. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to IBC upon request.

12. Please provide details of how the Applicant shall ensure that it maintains a safe, sanitary and healthy work environment for all their employees and contractors engaged in the delivery of the Services & Requirements. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to IBC upon request.

13. Please provide any information that the Applicant considers relevant in relation to the provision of the Services & Requirements from a sustainability perspective, with reference where relevant to appropriate provisions in the Applicant's ESG (Environmental, Social and Governance) policies and practices.

14. Please provide details of how the Applicant ensures that it conducts its business generally and in relation to the provision of the Services & Requirements in an ethical manner including without limitation in relation to the Applicant's fair trade practices and ethical sourcing. If applicable, this will include the provision of details of the systems and controls in place in order to ensure compliance with the Modern Slavery Act 2015. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to IBC upon request.

Financial Criteria

15. Please detail the total Proposal as referenced in Appendix F. The Proposal shall be provided in United States dollars

16. Please provide the Applicant's audited financial statements from the last three (3) years.

APPENDIX D

TIMETABLE

The current timetable for the Selection Procedure is as follows:

	Date*
RFP published on ICC website and sent to potential Applicants	14 October 2026
Deadline for receipt of enquiries, requests for information or clarification from Applicants	21 October 2026
Deadline for receipt by IBC of Proposals from Applicants	6 November 2026

*Applicants are reminded that these dates may be amended by IBC, in its absolute discretion, for whatever reason and at any time.

APPENDIX E

DETAILS OF APPLICANT

IBC shall treat the following information as confidential:

1	Full name of Applicant:	
2	Type of business activity:	
3	Address and headquarters:	
4	Phone number:	
5	Fax number:	
6	Email address:	
7	Website:	
8	Contact person, position in company and contact details:	
9	Trade register entry and legal status	
10	Composition of board of directors and management, including total number employees:	
11	Summary (in table form) of key personnel, including name, position, summary of skillset, estimated time commitment to implementing the Services as a percentage of their overall time:	
12	Parent company and/or holding structure and substantial shareholdings in other companies (> 25%):	
13	Details (including supporting documents) of the Applicant's financial status including, but not limited to, details	

	of the most recent audited reports and accounts (last 3 years), Copy of the trade licence, general financial performance and any applicable credit ratings.):	
14	References (previous business involvement in sports events and other major events); please indicate name, title/function, phone, email:	
15	Years of experience in the current business:	

By submitting a Proposal, I confirm for and on behalf of my organisation that I have read and understood the terms and conditions of the RFP issued by IBC for the appointment of an organisation to provide the Services & Requirements and exploit the Rights and I agree for and on behalf of my organisation that the organisation which I represent is and shall remain bound by such terms and conditions.

Signature: _____

Name: _____

Title: _____

Organisation: _____

Place: _____

Date: _____

APPENDIX F

PRICE QUOTATION

The financial terms and income sharing arrangements proposed for IBC, in relation to the provision of the Services & Requirements and the Rights, including clearly documenting the following:

a) Projected annual revenue (by ICC Event);

b) Projected annual unit sales (by ICC Event);

c) Projected annual royalty to ICC (by ICC Event);

d) Minimum guarantee the applicant proposes; the apportionment of that minimum guarantee across each ICC Event

e) Royalty rates the applicant proposes, any advance royalties and any other guarantees;

f) Marketing commitment: and

g) Cost projections

Payment in respect of minimum guarantee should be payable at least two months prior to the ICC Event to which it relates.

Payments in respect of the additional royalties, or any revenue share arrangements over and above the minimum guarantee should be payable within 3 months of the ICC Event to which it relates.

IBC has the right to request a bank security on an annual rolling basis guaranteeing all amounts due in the relevant year, to be provided at time specified by IBC.

All minimum guarantee or royalty payments must be calculated in US dollars and payable to IBC net of any and all taxes, withholdings or other deductions.

APPENDIX G

LICENSED CATEGORIES

The table below sets out the indicative (non-exclusive) product categories that are available as officially Unbranded Licensed Products by the Successful Applicant following an approval process. Applicants, within their Proposals, may request additions to the list below for IBC consideration.

The Successful Applicant acknowledges and agrees that these categories may be amended by IBC from time to time:

Core ICC Event Collection

- Apparel
- Headwear
- Accessories
- Drinkware
- Bags
- Stationery

*Applicants may suggest and, or request additional Licensed Categories to the list above, for IBC's consideration.

Specifically excluded from the Licensed Categories (and expressly reserved to IBC to license to third parties) are:

a) Authentic On-Field Playing Jerseys;
b) Footwear;
c) All publications including the Official match-day and ICC Event souvenir programmes/tournament guides; and
d) collectibles and memorabilia (digital and physical);

together with any other product categories or products not listed above.

Note: IBC reserves the right to grant to IBC Appointed Licensees the right to use ICC Event marks for use in connection with the manufacture and sale of branded licensed products across all Licensed Categories.

APPENDIX H

ICC EVENT(S)

Event	Year*	Date*	Host country(s)*	Number of teams	Number of matches
ICC World Test Championship Final	2027	June	England	2	5/6 days
ICC Men's Cricket World Cup	2027	October-November	South Africa, Namibia, Zimbabwe	14	57
ICC Men's T20 World Cup	2028	October	Australia, New Zealand	20	55

* Applicants are reminded that the dates and the Host Country may be subject to change

Note: the events generally included reserve days for the Semis and Finals

APPENDIX I

RIGHTS

Subject always to and conditional upon the entry into of the Agreement, the indicative list of rights set out below shall be made available to the Successful Applicant.

Product Licensing, Designation and use of marks

a) The right to use of the relevant ICC Event marks in connection with the manufacture, distribution, advertising, promotion, usage and sale of Unbranded Licensed Products within the agreed Licensed Categories and through the Merchandise Licensing Programme in respect of the ICC Events, subject to the prior written approval of IBC at all times (including on issues such as product design, quality, price, sales and marketing).

b) The right to appoint third party suppliers to manufacture the Unbranded Licensed Products in respect of the ICC Events, subject to consultation with IBC. The Successful Applicant must ensure that none of its branding and no third-party branding is displayed on the Unbranded Licensed Products (including on the packaging (if any)). If third party identification is specifically required by applicable law in the country of manufacture or sale in order to comply with consumer protection requirements, such identification shall be approved by IBC in its absolute discretion (and then only to the minimum extent possible to comply with the relevant requirements under applicable law).

c) The right to retail and sell Unbranded Licensed Products through the Official Retail Programme throughout the Term and in respect of the ICC Events, with an associated obligation to manage a variety of channels to market including the Official Online Store, online (other retail platforms), direct mail, catalogue, on-site (ICC Event venues and fan zones), specialist (sports retail stores), and mass market (news/convenience, grocery and department stores).

d) The non-exclusive right to use the Designations listed below, in relation to the Merchandise Licensing Programme for the relevant ICC Event(s):

   i) Official ICC (event name) Merchandise Partner; and or

   ii) Official ICC (event name) Shop/Store Partner

e) Other variations or forms or combinations of Designations (including translations of the same into other languages) shall be subject to IBC's prior written approval.

f) The right to use ICC Event or ICC Shop composite logo (as agreed between the Successful Applicant and IBC) and/or the ICC Event mark and/or the look and feel for the relevant ICC Event for the purposes of promoting the sale of Unbranded Licensed Products and on any infrastructure.

Online promotional rights

IBC will provide the following in respect to the Official Online Store:

a) a permanent link to the Official Online Store on all pages of the ICC website;

b) shared banner space on the home page of the ICC Events Website (shared rotation) with other IBC Commercial Partners;

c) an external link in the official ICC Events App to the mobile version of the Official Online Store;

d) digital promotional support for the Official Online Store via such ICC social media channels as may be determined by IBC in its absolute discretion, subject always to IBC's editorial discretion;

e) the right to use ICC archive still imagery (subject to ICC approval and the applicable ICC Events guidelines) for the promotion of the Official Online Store only, solely to be used on

materials distributed on ICC's dedicated social media platforms and on the ICC Website; and

f) all relevant URL addresses in a timely manner and will complete all necessary URL documentation, both at IBC's cost; and

g) IBC will help facilitate access to digital marketing support for the relevant ICC Event when it undertakes event marketing, including for example banner space on ICC Event and ticketing newsletters and EDMs, where available, subject always to IBC's editorial discretion.

For the avoidance of doubts, all costs associated to the creation, production and distribution of materials (e.g., social media creatives, ad banner creatives, advertisement creative) to the above-mentioned rights are to be fully covered by the Successful Applicant.

<u>On-site promotional rights</u>

a) The right to adequate ground space, free of charge, at all venues for the duration of the relevant ICC Event.

b) The right to have advertisements in promotion of the Merchandise Licensing Programme, produced at the Successful Applicant's cost, referencing the online availability of Unbranded Licensed Products on LED perimeter signage, sightscreens and video replay screens at a match at breaks in play (for example, pre and post-match, during an innings break or during rain delays), subject to inventory and infrastructure availability.

c) The right to have a half-page advertisement promoting the Merchandise Licensing Programme, produced at the Successful Applicant's cost, included in the official match programme, subject to such an official match programme being produced.

d) The right to run online consumer promotions and internal staff incentives, subject to the prior written approval of IBC (which approval may be granted, withheld or conditioned in IBC's absolute discretion).

e) The Successful Applicant acknowledges and agrees that IBC is not granting it any rights to advertise, promote or sell any Unbranded Licensed Products in any way which creates the impression that it is endorsed by specific teams, ICC Members, players, coaches, officials or other individuals or entities. The Successful Applicant shall ensure that it does not infringe the proprietary rights of any team, ICC Member, player, coach, official or other individual or entity and, in particular, the Successful Applicant shall be responsible for obtaining, at its cost, the permission of any relevant team, ICC Member and/or individual for any uses of any team name, colours or ICC Member mark or any individual's name or image in any manner.