

Vendors, Sponsors and Partnerships Code of Conduct

Introduction

This CONIFA Code of Conduct is designed to uphold the highest standards of ethical, legal, and responsible business practices among all entities collaborating with the Organization. It aims to protect and enhance the reputation of CONIFA and all its stakeholders, fostering respectful and transparent relationships with vendors, sponsors and partners globally. This Code applies to all, regardless of their geographical location, and requires adherence to local laws in addition to the provisions outlined herein. By adhering to this Code, every individual and entity working with us acknowledges and respects our commitment to lawful and ethical conduct, safety, sustainability, and social responsibility. Our aim is not only to protect and enhance the reputation of CONIFA and all its stakeholders, but also to foster respectful and transparent relationships with the individuals and companies that provide goods or services to us.

For the purposes of this Code of Conduct, the term “CONIFA” or “the Organization” refers collectively to Confederations of Independent Football Associations, and all organizations affiliated with the Organization worldwide, covering every jurisdiction in which these entities operate or conduct business. The word "Vendor, Sponsor and/or Partner" applies to any third party, including contractors, consultants, suppliers, distributors, or any other provider of products or services, that engages with us for business purposes. Examples include technology and/or equipment providers, marketing agencies, sponsorships and other partnerships. For the purposes of this Code of Conduct, the term 'Subcontractor' refers to any third party engaged by the Vendor to provide goods or services to the Organization. 'Affiliate' refers to any entity that controls, is controlled by, or is under common control with the Vendor, Sponsor and/or Partner. The term “control” shall be interpreted consistently with the concept of control under International Financial Reporting Standards (IFRS), namely, the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. Accordingly, entities are considered to be under common control where they are ultimately controlled by the same party or group of parties, and such control is neither temporary nor transitory. 'Third Party' encompasses any external entity, whether or not it interacts with the Vendor, Sponsor and/or Partner or the Organization. Vendor, Sponsor and/or Partners are responsible for ensuring that their subcontractors, affiliates, and third parties comply with this Code. Finally, “Services” comprises any type of assistance, performance of work, delivery of materials or goods, or other forms of support offered to the Organization for the fulfilment of its business activities, irrespective of the geographical location in which such assistance is provided.

This Code of Conduct clarifies both the obligations and expectations for every Vendor, Sponsor and/or Partner in maintaining the values that underlie the Organization. By establishing a shared framework of trust and mutual benefit, this Code fosters a culture of respect, accountability, and diligent cooperation. As part of this commitment, we require that all Vendor, Sponsor and/or Partner



apprised of this Code abide by its provisions, integrate its principles into their daily operations, and respond promptly and effectively to any concerns that may arise.

This Code, upon its approval, will prevail over any other related internal policies that address similar matters or contain provisions relevant to vendor conduct.

1. Transparency and Ethical Integrity

1.1. Accurate records

Vendor, Sponsor and/or Partner are expected to uphold the highest standards of transparency and ethical integrity in every aspect of their engagement with the Organization. This entails maintaining consistent honesty and fairness in all business matters, ensuring that any goods or services provided are accurately documented, and that such documentation faithfully represents the transaction in both financial and operational terms. Vendors must keep accurate and complete official records, created specifically to document or communicate client-related or other business matters, across their value chain, including business relationships beyond direct contractual partners, and to support reporting of upstream and downstream value chain information as may be requested by the Organization. These records must not be altered or destroyed for any unlawful or inappropriate reason.

1.2. Conflict of Interests

A conflict of interests may arise when a Vendor, Sponsor and/or Partner provides professional services to the Organization while also maintaining a relationship with another individual or entity that might be perceived as compromising CONIFA's interests. The same applies in cases where there may be conflict between their personal interests and those of the Organization. In such circumstances, Vendor, Sponsor and/or Partner must proactively identify, avoid and promptly report these situations to the respective corporate reporting channels without delay. While various circumstances may give rise to a conflict of interest, the following are indicative examples that would breach this Code:

- Offering or accepting inappropriate gifts or entertainment that could be seen as an attempt to improperly influence business decisions.
- Operating a separate business that competes with or interferes with services provided to the Organization.
- Attempting to influence hiring decisions, employment conditions, or performance evaluations involving a family member or someone with whom the vendor has a close personal relationship.



- The provision of biased consulting services that influence the Organizationn to engage in a transaction that undermines its interests for the benefit of personal interests of third parties.

By identifying and managing potential conflicts, Vendor, Sponsor and/or Partner reinforce their commitment to working in an unbiased and conscientious manner while fulfilling their contractual duties.

Vendor, Sponsor and/or Partner are encouraged to establish internal reporting mechanisms for unethical or illegal conduct and to protect whistleblowers from retaliation. Vendor, Sponsor and/or Partner must proactively disclose any actual or potential conflicts of interest to the Organization, ensuring transparency and integrity in all business dealings.

1.3. Fair competition

CONIFA is committed to competing fairly and does not wish to enter into any illegal or unethical agreements to gain any anticompetitive advantages. In the same line, Vendor, Sponsor and/or Partner are also obligated to respect and observe non-competition requirements. They must refrain from engaging in any activity that directly competes with the Organization´ s legitimate commercial interests, whether on its own behalf or in collaboration with any third party. Examples of anti-competitive behavior include, but are not limited to:

- colluding with competitors to limit production or divide markets,
- exchanging sensitive business information with competitors,
- misusing inside, privileged or proprietary information to secure an unfair advantage.

Vendor, Sponsor and/or Partner must abstain from actions such as entering into agreements with competitors to fix prices, coordinate bids, or share confidential information that could harm fair competition. They must also avoid any conduct that could be perceived as an attempt to manipulate market conditions or restrict free and open competition. Such actions not only violate the Organizational standards but may also constitute serious legal offences under applicable competition and antitrust laws. This obligation includes refraining from promoting or soliciting business that conflicts with the Organizational operations, making use of our confidential information to establish or enhance business relationships with competitors, or otherwise taking any action that could undermine the CONIFA's market position. Vendor, Sponsor and/or Partner are required to reassure their commitment to fair trade practices and uphold the principle that all commercial endeavours should be grounded in integrity, respect, and transparency.



1.4. Gifts and hospitality

In the normal course of business, the offering and acceptance of gifts and hospitality is considered a customary practice, serving as a gesture of appreciation and a means to foster and strengthen relationships with our stakeholders.

However, it is essential that such gestures do not undermine, or appear to undermine, professional judgement or result in any unfair advantage. Gifts and hospitality may encompass a wide range of offerings, including but not limited to tickets to events, performances, or activities.

Gifts and hospitality are generally acceptable provided they adhere to the following conditions:

- They are of modest value, appropriate in the context of normal business interactions, and consistent with prevailing economic and cultural standards.
- The giving and receiving of such items is transparent, with no concealed motives.
- They are offered without any expectation of reciprocation or obligation.
- They are given infrequently and shared among different recipients.
- They are suitable and professional within the business context.
- They are reasonable and appropriate, assessed objectively according to the relevant jurisdiction.

The following actions are strictly forbidden:

- Providing or accepting extravagant or excessively costly gifts, such as items or experiences that are significantly above the customary value for business gifts.
- Giving gifts in secret or as part of an arrangement involving mutual favours.
- Offering items that are inappropriate in a business setting or that could cause embarrassment.
- Providing or accepting cash, checks, money orders, or gift cards that can be easily converted to cash.
- Giving or receiving gifts or hospitality so frequently that it could create a sense of obligation.





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2. Compliance and asset protection

2.1. CONIFA order of services or products

Only the President or person with written mandate from the Global Executive Committee has the right to order services and/or products from Vendors, Sponsors and/or Partners. If a CONIFA representative orders without written mandate as above, then CONIFA will not be responsible for this order which must be seen as a private order. It's the obligation of the Vendor, Sponsor and/or Partner to secure that person ordering products and services have mandate to do so.

The sole authorized individuals to place orders or sign agreements on behalf of CONIFA are:

The Global President, or any person with a written mandate expressly granted by the CONIFA General Executive Committee (ExCo).

Any orders or agreements entered into by representatives of CONIFA without the aforementioned written mandate shall be considered personal acts of the individual and shall not be binding upon or attributable to CONIFA. CONIFA shall assume no liability or responsibility for such unilateral actions

2.2. Anti-bribery and corruption

CONIFA maintains a strict zero-tolerance policy towards all forms of bribery and corruption. The Vendor, Sponsor and/or Partner shall not, directly or indirectly, offer, give, solicit, or accept any bribe, kickback, facilitation payment, or any other improper payment or advantage, whether in cash or in kind, to or from any individual or organization, including public officials, private persons, or entities, in connection or arising from any business dealings involving CONIFA.

The Vendor, Sponsor and/or Partner is required to implement and maintain effective policies, procedures, and controls to prevent bribery and corruption within its operations and supply chain. Any actual or suspected breach of this clause must be reported to CONIFA immediately.

2.3. Anti-money laundering

Vendor, Sponsor and/or Partner must comply with all applicable AML, counter-terrorism financing, export control, sanctions, and tax laws and regulations in every jurisdiction in which they operate or provide services. This includes indicatively:

- Implementing and maintaining robust internal controls and procedures to prevent financial crime.
- Ensuring that all relevant staff are trained and aware of their obligations under these laws and regulations.



Vendor, Sponsor and/or Partner must cooperate fully with compliance procedures and provide, upon request, all necessary documentation and information to support the company's compliance with applicable laws and regulations. This may include, but is not limited to, records of transactions, due diligence checks, and evidence of internal controls.

2.4. Data protection & Confidentiality

Vendor, Sponsor and/or Partner shall comply with all applicable data privacy and protection requirements, ensuring that personal data is processed lawfully, fairly, and transparently. Vendor, Sponsor and/or Partner must implement and maintain appropriate technical and organizational measures to safeguard the security, integrity and confidentiality of any personal data processed on behalf of CONIFA and are required to promptly identify, report, mitigate and respond, as the case may be, to any actual, suspected, or threatened data breach or security incident involving personal data processed on behalf of CONIFA.

On the occasion of a data breach, Vendor, Sponsor and/or Partner shall be expected to assist CONIFA in fulfilling any legal, regulatory, or contractual obligations arising from the breach, including notifications to supervisory authorities and affected individuals, if required.

Vendor, Sponsor and/or Partner are also responsible for maintaining the confidentiality of any non-public information—whether it relates to commercial dealings, internal processes, trade secrets or otherwise—and must not exploit such information for their own benefit or disclose it to unauthorized parties.

Without prior consent from CONIFA, Vendor, Sponsor and/or Partner must not make any public announcements about their provision of goods or services to the Organization.

2.5. Intellectual Property

Vendor, Sponsor and/or Partner shall respect and protect all intellectual property rights belonging to CONIFA and any third parties. Vendor, Sponsor and/or Partner represent and warrant that they are the sole and rightful owners of, or have obtained all necessary rights, licenses, and permissions for, any goods, services, materials, or deliverables provided to CONIFA, and that such provision does not and will not violate or misappropriate the intellectual property or proprietary rights of any third party. Vendor, Sponsor and/or Partner must not use, reproduce, disclose, or distribute any intellectual property, including but not limited to trademarks, copyrights, trade secrets, or proprietary information, except as expressly authorized by the Organization and solely for the purpose of fulfilling their obligations.



Unless otherwise agreed in a written agreement signed by an authorized representative of CONIFA, any intellectual property, work product, or deliverable developed, created, or conceived by the Vendor, Sponsor and/or Partner, either solely or jointly with others, specifically for CONIFA in connection with the provision of goods or services shall be deemed “work made for hire” and shall be the exclusive property of CONIFA.

Vendor, Sponsor and/or Partner shall not obtain, claim, or assert any ownership, license, or other rights or interests in any intellectual property owned or developed by CONIFA, whether pre-existing or arising out of the engagement, except as expressly permitted in writing by CONIFA.

2.6. AI Compliance

The Vendor, Sponsor and/or Partner hereby warrants that, should it utilise any artificial intelligence systems in connection with its services rendered to CONIFA, it shall comply with all obligations, requirements, and guidelines set forth under Regulation (EU) 2024/1689 (the AI Act) and any other relevant legislation or guidance issued internationally (the “AI Legislation”). The Vendor, Sponsor and/or Partner further guarantees that it will not use, deploy, or integrate any high-risk AI systems, as defined under the AI Act, in the provision of its services to CONIFA, unless CONIFA has been informed in writing in advance and has provided its express written consent to such deployment. The Vendor, Sponsor and/or Partner shall ensure that all services provided to the Organization are free from the use of high-risk AI systems unless such prior written notification and approval have been obtained. To the extent applicable, the Vendor shall make available to CONIFA (i) detailed technical and functional documentation explaining the AI system’s capabilities, operational restrictions, and underlying logic, (ii) all relevant records and evidence to demonstrate conformance with each provision of the AI Legislation, and (iii) sufficient information to enable transparent and meaningful disclosure to data subjects regarding the use of AI in processing their data. Furthermore, the Vendor, Sponsor and/or Partner shall, upon CONIFA’s request, cooperate fully in any audit or review process intended to verify adherence to the AI Legislation.

3. Social Responsibility and Respect for Global Standards

3.1. Fair Labour Practices

Vendor, Sponsor and/or Partner are committed to ethical employment practices and broader societal well-being, safeguarding human rights and equal opportunity in the workplace. They shall not engage in, support, or permit any form of modern slavery, including forced labour, bonded labour, human trafficking, or involuntary servitude, in any part of their operations or supply chain.



Vendors further undertake not to employ or exploit children in contravention of applicable child labour laws and international standards, including but not limited to the minimum age for employment as set by the International Labour Organization (ILO) conventions. Vendor, Sponsor and/or Partner are required to conduct periodic human rights risk assessments in their operations and supply chains. Vendors must actively monitor and remediate any identified risks or incidents related to modern slavery and human trafficking.

3.2. Diversity, Equity & Inclusion

Vendor, Sponsor and/or Partner are expected to actively promote the principles of diversity, equity, and inclusion in all aspects of their operations and workforce management and uphold a strict zero-tolerance policy towards discrimination, bullying, harassment, and victimisation in any form. They are expected to foster and maintain a diverse, inclusive, and representative workforce, ensuring that all individuals are treated fairly and with respect. Equal opportunity must be provided to all, regardless of race, colour, nationality, ethnic or national origin, gender, gender identity or expression, sexual orientation, age, disability, religion or belief, marital or civil partnership status, or any other characteristic protected by applicable law.

3.3. Health and Safety

Vendor, Sponsor and/or Partner must provide and maintain a safe and healthy working environment for their workforce in compliance with all applicable health and safety laws and regulations in each territory. They shall ensure that all workspaces, equipment, and processes are safe and fit for purpose, that appropriate personal protective equipment is provided and used where necessary, and that appropriate measures are adopted to identify, assess, and mitigate risks to health and safety.

3.4. Corporate Social Responsibility

CONIFA recognizes the importance of Corporate Social Responsibility (CSR) in fostering ethical, social, and environmental standards throughout its supply chain. While adherence to CSR principles is not a strict legal requirement across jurisdictions, the Organization regards the integration of CSR practices as a best practice and a fundamental aspect of responsible business conduct.

Accordingly, Vendor, Sponsor and/or Partner are expected to operate in a manner that demonstrates respect for human rights, promotes fair labour practices, minimizes environmental impact, and upholds ethical standards in all business dealings. Vendor, Sponsor and/or Partner are



encouraged to adopt and maintain policies and procedures that reflect these values, and to work proactively towards continuous improvement in these areas.

CONIFA may request information or evidence of a Vendor, Sponsor and/or Partner's CSR initiatives and reserves the right to engage in dialogue regarding the Vendor, Sponsor and/or Partner's approach to social and environmental responsibility. By doing so, CONIFA and its Vendor, Sponsor and/or Partner contribute to the advancement of sustainable and ethical business practices, in line with evolving stakeholder expectations and industry standards.

3.5. Environmental and Governance (ESG) Commitments

The Company recognizes the importance of integrating environmental stewardship and sound governance into its day-to-day operations and long-term strategy. Vendor, Sponsor and/or Partner commit to minimizing their environmental footprint throughout their value chain, adopt sustainable practices and comply with environmental laws.

4. Alterations and Amendments to this Code

CONIFA reserves the right to amend this Code in accordance with the needs of the business. Any amendment shall become effective upon its publication on the CONIFA official website. Vendor, Sponsor and/or Partner are responsible for monitoring such updates and ensuring continued compliance within a reasonable timeframe.

Vendor, Sponsor and/or Partner must comply with this Code and with all applicable laws and regulations in the jurisdiction where the relevant Group entity or entities with which the Vendor, Sponsor and/or Partner is contracted operate. CONIFA may, as circumstances require, adopt additional local measures and procedures to implement this Code in a manner consistent with the relevant operational and regulatory environment.

5. Compliance with the Code

Potential violations of laws, rules, regulations, internal guidelines or the Code of Conduct should be reported to the respective organizational reporting channels without delay. CONIFA reserves the right to audit Vendor, Sponsor and/or Partner compliance with the Code, including on-site inspections and access to relevant records. Vendor, Sponsor and/or Partner must cooperate in developing and implementing remediation plans in the event of non-compliance.





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Vendor, Sponsor and/or Partner must ensure awareness of their employees and subcontractors about the Code's requirements, especially regarding anti-bribery, data privacy, and responsible gaming. Vendor, Sponsor and/or Partner are required to periodically certify their compliance with the Code.

Failure to comply with this Code may result in corrective actions and, at CONIFA's discretion, may be considered a breach of the relevant agreement. CONIFA reserves the right to take any necessary steps to protect its reputation, including the right to notify authorities and pursue legal remedies.

CONIFA expects all Vendor, Sponsor and/or Partner to uphold the principles and standards outlined in this Code of Conduct. Vendor, Sponsor and/or Partner are responsible not only for their own compliance but also for ensuring that any subcontractors, agents, or affiliates involved in providing goods or services to CONIFA understand, follow, and adhere to these standards.

By continuing to do business with CONIFA, each Vendor, Sponsor and/or Partner confirms and declares its adherence to this Code of Conduct — such declaration being manifested through the Organization's available acknowledgement channels. Thereafter, Vendor, Sponsor and/or Partner accept to be bound by this Code, agree to comply fully with its requirements, and will actively communicate and enforce these standards with their subcontractors, agents, employees, and affiliates.

