

ANNEXE 6

DUE DILIGENCE, KYC AND RELEVANT INTERESTS DECLARATION

1. PURPOSE AND APPLICATION

- 1.1 This Annexe 6 (the "**Declaration**") forms part of the tender documentation issued by the Confédération Africaine de Football ("**CAF**") in connection with the appointment of one or more Commercial Rights Partners for the CAF Africa Cup of Nations 2028 ("**AFCON 2028**"), the CAF Africa Cup of Nations 2032 ("**AFCON 2032**") and/or the CAF Africa Cup of Nations 2036 ("**AFCON 2036**"), pursuant to the Commercial Rights Services ITT (the "**Tender Process**"). Capitalised terms not defined herein have the meanings given in the Commercial Rights Services ITT.
- 1.2 This Declaration forms part of the Commercial Rights Services ITT. In the event of any inconsistency between this Declaration and any other provision of the Commercial Rights Services ITT, this Declaration shall prevail in respect of due diligence, KYC, financial integrity and disclosure obligations.
- 1.3 A duly completed and signed Declaration must be submitted by each bidder. For the avoidance of doubt, and without prejudice to Section 7.3 (Accuracy of Information) of the Commercial Rights Services ITT, the submission of this Declaration shall be a mandatory condition of bid admissibility, and any bid submitted using the Bidding Form at Annexe 2 of the Commercial Rights Services ITT must include a duly executed copy of this Declaration as a schedule thereto. Bids submitted without a complete Declaration may be rejected without notice or liability.
- 1.4 Joint bids remain subject to the joint-bidding eligibility requirements set out in the Commercial Rights Services ITT. In the case of a joint bid, each consortium member must submit a separate Declaration.
- 1.5 This Declaration is in addition to, and does not limit, replace or qualify, any other warranty, representation, undertaking or obligation of the bidder under the Tender Process, including (without limitation) Section 7.3 (Accuracy of Information), Section 7.11 (Confidentiality), Section 7.12 (Anti-Collusion) and Section 6.10 (Relationship with Host Selection Process) of the Commercial Rights Services ITT.

2. DEFINITIONS

2.1 In this Declaration:

- 2.1.1 "**Affiliate**" means any person that directly or indirectly Controls, is Controlled by, or is under common Control with the bidder;
- 2.1.2 "**Anti-Bribery Laws**" means all applicable anti-bribery, anti-corruption and anti-money laundering laws, and any other equivalent laws in any relevant jurisdiction;
- 2.1.3 "**CAF Commercial Partner**" means any current commercial counterparty of CAF, and any such counterparty whose agreement with CAF has terminated within the two (2) years preceding the date of this Declaration, including any sponsor, broadcaster, licensee, agency, intermediary, supplier or service provider of CAF in respect of AFCON or any other CAF competition;
- 2.1.4 "**CAF Official**" means any current or past (within three (3) years) member, director, officer, employee, consultant, agent or adviser of CAF or any of its committees, judicial bodies or working groups;
- 2.1.5 "**Competing Bidder**" means any other person submitting a bid in respect of the Commercial Rights Services ITT;
- 2.1.6 "**Connected Person**" means, in relation to a bidder, (a) any Affiliate; (b) any director, officer, senior manager, employee, consultant or agent in each case with material involvement in the preparation, submission, negotiation or performance of the bid, any 10%+ shareholder, and any Ultimate Beneficial Owner; (c) any person or entity (including any bank, financial institution, or other third party) that has agreed to provide, or is in discussions to provide, financing, a guarantee, a letter of credit, or any other form of financial support or security in connection with the bid or any resulting commercial rights partnership agreement; and (d) the immediate family members (being a spouse, civil partner, parent, child or sibling) of any of the foregoing natural persons referred to in (b);
- 2.1.7 "**Control**" has its customary meaning of power to direct management and policies, whether by ownership, contract or otherwise;
- 2.1.8 "**Politically Exposed Person**" or "**PEP**" means any natural person currently or in the last five (5) years entrusted with prominent public functions (including heads of state, ministers, senior judicial or military officials, senior

state-owned enterprise executives, and senior officials of international sports federations including FIFA and CAF), and their immediate family;

2.1.9 "**Sanctions**" means any sanctions administered by the UN, EU, UK, US (including OFAC), Switzerland (including SECO) or any other relevant authority; and

2.1.10 "**Ultimate Beneficial Owner**" or "**UBO**" means any natural person ultimately owning or controlling 10% or more of a bidder, or otherwise exercising ultimate effective control.

2.2 References to a "clause" or "Schedule" are to clauses and Schedules of this Declaration. The singular includes the plural and "including" is not limiting.

3. BIDDER IDENTIFICATION

3.1 **Bidder.** This Declaration is submitted by the undersigned as a bidder in respect of the Commercial Rights Services ITT.

3.2 Bidder Details:

#	Information	Response
(a)	Full registered legal name	
(b)	Trading name (if different)	
(c)	Country and date of incorporation	
(d)	Registered number	
(e)	Registered address	
(f)	Principal contact (name, position, email, phone)	

3.3 **Joint Bids.** If applicable, list each joint bidder and its role, and attach the consortium agreement or memorandum of understanding. Joint bids remain subject to the joint-bidding eligibility requirements referred to in clause 1.4.

4. KYC AND SUPPORTING DOCUMENTATION

4.1 The Bidder shall attach certified copies (with certifications dated within three (3) months of the date of this Declaration) of:

4.1.1 certificate of incorporation and constitutional documents;

4.1.2 audited financial statements for the last three (3) financial years (bidder and ultimate parent);

4.1.3 ownership / Control structure chart traced to UBO level;

4.1.4 current list of directors, officers and senior managers;

4.1.5 identification and proof of address for each UBO; and

4.1.6 evidence of authority of the signatory or signatories.

4.2 **UBO Disclosure.** Listed entities may instead identify shareholders holding 10% or more, supported by public register extracts. If there has been any recent or proposed change in ownership or control relevant to the bid, the Bidder must disclose it.

#	Full Name	Nationality	DOB	Country of Residence	% Direct	% Indirect	Total	PEP (Y/N)
1								

5. FINANCIAL STANDING AND INTEGRITY

5.1 **Financial Standing.** The bidder warrants that, as at the date hereof:

- 5.1.1 it is solvent and able to meet its obligations as they fall due;
- 5.1.2 no insolvency, administration, receivership or winding-up proceedings or arrangements are pending or proposed;
- 5.1.3 it has, or has committed access to, sufficient financial resources to perform the financial commitments contemplated by its bid;
- 5.1.4 the proposed financial guarantee identified in its bid is genuine, available and capable of being delivered in the form and timeframe required by the ITT; and
- 5.1.5 the financial information provided is true, complete and not misleading.

5.2 **Funding and Financial Security Transparency.** The bidder must provide full details of:

- 5.2.1 the source of funds intended to support the bidder's payment obligations to CAF;
- 5.2.2 any internal or external financing arrangements relevant to the bid;
- 5.2.3 any person or entity that will provide a financial guarantee in support of the bid;
- 5.2.4 the nature of that financial guarantee; and
- 5.2.5 the legal and beneficial ownership of any such financier or guarantor.

The bidder must attach copies of any commitment letters, term sheets or other documents evidencing such financing or support, to the extent available at bid stage.

Where a guarantor, financier or security provider is a legal entity, the bidder must provide sufficient information to enable CAF to assess that entity's identity, ownership, standing and creditworthiness.

5.3 **Integrity.** Save as disclosed in **Schedule 1**, none of the bidder, its Affiliates, any Ultimate Beneficial Owner, nor any of the directors, officers and senior managers of the bidder or its Affiliates:

- 5.3.1 has, within the last ten (10) years, been convicted of, admitted to, or settled any offence involving bribery, corruption, money laundering, terrorist

financing, fraud, tax evasion, sanctions breach, anti-competitive conduct, organised crime, modern slavery, or any other offence of dishonesty;

5.3.2 is currently subject to any criminal, civil, regulatory, administrative or disciplinary investigation, proceeding or enforcement action in respect of the foregoing;

5.3.3 has been suspended, debarred, sanctioned by or is subject to disciplinary proceedings before FIFA, CAF, any continental confederation, the Court of Arbitration for Sport, the World Anti-Doping Agency or any equivalent body; or

5.3.4 has been the subject of any finding, by a court, tribunal, regulator or sports governing body, of bribery, corruption, collusion, bid rigging or breach of integrity.

5.4 **Sanctions.** Save as disclosed in **Schedule 2**, neither the bidder nor any Connected Person is the target of, or located in a jurisdiction comprehensively subject to, Sanctions. The bidder maintains, and will continue to maintain, appropriate Sanctions compliance controls, and no part of its bid funding is derived from or routed through Sanctions-targeted persons or jurisdictions.

5.5 **Anti-Bribery and AML.** The bidder maintains adequate Anti-Bribery Laws compliance policies; neither the bidder nor any Connected Person has offered or accepted any advantage in connection with the Tender Process; and all bid-related funds derive from legitimate sources.

6. PROCESS INTEGRITY AND INDEPENDENCE DECLARATION

- 6.1 The bidder must disclose in **Schedule 3** any interest, relationship or circumstance of the following nature that is relevant to its participation in the Commercial Rights Services ITT:
- 6.1.1 **CAF Advisers:** any relationship with any person or entity that has been engaged by CAF specifically to provide advice or services in connection with the preparation, conduct or evaluation of the Commercial Rights Services ITT, where such relationship could give the bidder access to confidential information relating to the Tender Process or its evaluation;
 - 6.1.2 **CAF Commercial Partners:** any current commercial, financial or contractual relationship with any CAF Commercial Partner that relates to the Commercial Rights items within the scope of this ITT, including any pre-emption rights, rights of first refusal, matching rights, sub-licensing or revenue-sharing arrangements in respect of any such Commercial Rights;
 - 6.1.3 **Competing Mandates:** any current rights services, agency, broadcast, sponsorship, ticketing or licensing mandate that competes or overlaps with the Commercial Rights Services ITT scope;
 - 6.1.4 **Cross-Process Participation:** any involvement by the bidder or any Connected Person in the Host Country Process (whether as a participant, adviser, financier, contractor or otherwise);
 - 6.1.5 **Other Matters:** any other fact that a reasonable person would consider relevant to the bidder's independence, integrity or suitability.
- 6.2 **No Inducements.** Neither the bidder nor any Connected Person has offered, given, received or solicited any gift, payment, advantage, employment, sponsorship, hospitality (beyond ordinary-course business hospitality of nominal value) or other inducement to or from any CAF Official, Competing Bidder, CAF Commercial Partner, or any person engaged by CAF as a CAF Adviser within the meaning of clause 6.1.1, in connection with the Tender Process.
- 6.3 **No Improper Communications.** Since issue of the Tender Process documentation, neither the bidder nor any Connected Person has communicated with, lobbied or sought to influence any CAF Official or CAF Adviser within the meaning of clause 6.1.1, otherwise than through the email addresses or other official channels specified from time to time in the Tender Process documentation.

- 6.4 **Mitigation.** Where an interest, relationship or circumstance is disclosed in Schedule 3, the bidder shall describe it, the proposed mitigation measures (e.g. information barriers, recusals, divestments, termination of competing mandates), and any further information CAF may require. CAF shall determine, acting in good faith and consistently with the Tender Process documentation, whether any disclosed or undisclosed interest, relationship or circumstance – and any proposed mitigation – is acceptable, and may take such action in respect thereof as it considers appropriate, including (without limitation) requiring further mitigation measures, disqualifying the bidder from the Tender Process, or both.

7. **POLITICALLY EXPOSED PERSONS**

Save as disclosed in **Schedule 4**, no PEP is a UBO, director, officer or senior manager of the bidder or any Affiliate, or is otherwise able to exercise material influence over the bidder or its bid.

8. UNDERTAKINGS

- 8.1 **Continuing Disclosure.** The bidder shall notify CAF in writing within five (5) working days of (i) becoming aware of any change to, or any new matter that would have required disclosure in, this Declaration; or (ii) the bidder itself causing any such change or new matter to arise.
- 8.2 **Cooperation.** The bidder shall, at its own reasonable cost, cooperate fully with any verification process, provide such additional information as CAF may reasonably request, procure equivalent cooperation from each Connected Person, and authorise CAF (and its agents) to make enquiries of any competent authority, regulator, sports body, financial institution or other source.
- 8.3 **Record Keeping.** The bidder shall retain all bid-related and Declaration-related records for not less than twelve (12) years from the date of bid submission (reflecting the fact that the Tender Process covers competitions taking place up to and including AFCON 2036) and make them available to CAF on reasonable notice.

9. CONSEQUENCES OF BREACH

- 9.1 If CAF determines, acting in good faith and consistently with the Tender Process documentation, that the bidder has made any false, misleading or incomplete statement, failed to disclose any required matter, breached any warranty or undertaking, or failed to comply with clause 8.1, CAF may at any time and without liability:
- 9.1.1 reject the bid(s) and disqualify the bidder with immediate effect;
 - 9.1.2 withdraw from any negotiations;
 - 9.1.3 terminate any resulting agreement (whether or not commenced) for material breach;
 - 9.1.4 call, draw down or otherwise enforce any financial security provided by the bidder, including the guarantee delivered pursuant to Section 5.4 of the Commercial Rights Services ITT;
 - 9.1.5 retain any non-refundable payment as forfeited;
 - 9.1.6 recover all resulting losses, damages, costs and expenses; and
 - 9.1.7 refer the matter to the CAF Disciplinary Board, FIFA, or any competent regulatory, governmental or law enforcement authority.
- 9.2 The rights in this clause 9 are cumulative and without prejudice to CAF's other rights and remedies under the Tender Process documentation, at law or in equity.

10. DATA PROTECTION

- 10.1 The bidder consents to CAF's collection, processing, retention, use and disclosure of personal data in this Declaration for the purposes of due diligence, KYC, bid evaluation, record keeping and legal compliance.
- 10.2 The bidder warrants that it has obtained all necessary consents from each individual whose personal data is included herein, and acknowledges that CAF may disclose such data to its advisers, third-party verification providers, FIFA and any competent authority, in each case (i) on a need-to-know basis and (ii) subject to the recipient being bound by appropriate confidentiality obligations equivalent to those owed by CAF under Section 7.11 of the Commercial Rights Services ITT, save where disclosure to a competent regulatory, governmental or law enforcement authority is required by applicable law.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Declaration, and any non-contractual obligations arising in connection with it, is governed by Swiss substantive law (excluding conflict of laws rules).
- 11.2 Any dispute arising out of or in connection with this Declaration shall be referred to and finally resolved by arbitration under the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the notice of arbitration is submitted. The seat of arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English. The number of arbitrators shall be one, unless the Swiss Arbitration Centre determines that a three-member tribunal is appropriate in view of the complexity or value of the dispute.

12. EXECUTION

The undersigned, duly authorised, confirms that the information in this Declaration (including the Schedules) is true, complete and accurate, acknowledges that CAF will rely on it in evaluating the bid, and gives the warranties and undertakings set out herein.

Signed for and on behalf of the bidder:

Bidder name	
Signatory name and position	
Signature	
Date and place	

Second signatory (where required):

Bidder name	
Signatory name and position	
Signature	
Date and place	

SCHEDULES

Schedule 1 – Integrity Disclosures (clause 5.2) – state "Nil" if none.

#	Matter	Person	Date(s)	Status	Particulars
1					

Schedule 2 – Sanctions Disclosures (clause 5.3) – state "Nil" if none.

#	Matter	Person	Sanctions Regime	Particulars
1				

Schedule 3 – Process Integrity and Independence Disclosures (clause 6.1) – state "Nil" if none.

#	Category (6.1.1 – 6.1.5)	Person(s)	Nature of Interest	Period	Proposed Mitigation
1					

Schedule 4 – PEP Disclosures (clause 7) – state "Nil" if none.

#	Full Name	Nationality	Public Office (Current / Past)	Connection with Bidder	Period
1					