



“Invitation to Tender - ITT”

CONMEBOL Club Competitions Match Footage NFTs

CONMEBOL invites companies to participate and send their proposals around the CONMEBOL Club Competitions Match Footage NFTs.

Jun 21, 2022

Issued by: CONMEBOL

CONMEBOL Representative: Alejandro Dominguez- President – José Astigarraga General Secretary

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SCHEDULE 1 Eligibility Criteria and Required Documentation

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1. Introduction

INTRODUCTION:

CONMEBOL, the South American Football Confederation, requests a proposal for the development of its Club Competitions Match Footage NFTs (the “Competitions Match Footage NFTs” or simply the “NFTs”). We are requesting proposals from a qualified source to build this Project for us.

FC Diez Media is CONMEBOL’s exclusive marketing consultant responsible for the marketing of the sponsorship, licensing and media rights to the CONMEBOL Club Competitions (including the Competitions listed below) and will be the point of contact for all Bidders in connection with this ITT. The management of the sales process regarding the rights set out in this ITT and any subsequent negotiation of a final license agreement (“Final License Agreement”) shall be led by FC Diez Media, subject to CONMEBOL’s approval.

This ITT relates to the 2023 and 2024*seasons of the following CONMEBOL Club Competitions, specifically (the “Competitions”):

- CONMEBOL Libertadores
- CONMEBOL Sudamericana
- CONMEBOL Libertadores Femenina

*Where at CONMEBOL's reasonable discretion the commercial relevance of and general interest in the Competitions Match Footage NFTs substantially increases during the initial 2023 season, CONMEBOL shall notify the Successful Bidder to review the Commercial Model proposed, so as to increase the Minimum Guarantee and Revenue Share accordingly for the remainder of the cycle.

1.1. Background

CONMEBOL was established in 1916, and is the continental governing football body in South America, as well as one of FIFA’s six continental confederations.

CONMEBOL Libertadores and CONMEBOL Sudamericana are the most important Clubs tournaments of South America, with the participation of clubs from the ten (10) CONMEBOL Member Associations, from the following South American countries (the “CONMEBOL Countries”):

- Argentina
- Brazil
- Chile
- Colombia
- Uruguay
- Peru
- Paraguay
- Ecuador

- Venezuela
- Bolivia

The Competitions have a broad audience, which is not limited to the CONMEBOL Countries. In fact, the Competitions' reach is worldwide, with focus on European countries such as Spain, Italy, Germany, France, UK, North America (US), Asia and Middle East.

2. Purpose of this ITT

CONMEBOL is willing to receive proposals from Qualified Bidders who will contribute and provide the best overall value and results for our organization. We expect that the Competitions Match Footage NFTs are ready to be launched by no later than January 2023. Our goals for this Project are:

- Create new ways for existing fans to engage and interact with CONMEBOL.
- Reach and attract a new and growing audience.
- Create NFTs and a marketplace through which CONMEBOL can continue to develop, build and grow over the mid to long term.
- Unlock new revenue stream for CONMEBOL and its Competitions.
- Provide high quality fan data to create a database for Business Intelligence analysis and commercial use (e.g. emailing).
- A way to create a relationship and to promote the Competitions.
- Increase Awareness of the Competitions.

This ITT is open to "Qualified Bidders", or entities which (in the opinion of CONMEBOL):

- a) Have the necessary experience in NFTs creation, sales, management and control.
- b) Possess a good understanding of the current sports rights market and practice, mainly in the blockchain area.
- c) Present a solid corporate financial status; and
- d) Qualify as companies that do not operate in the Cryptocurrency Trading Platform category (except for any current CONMEBOL partner), but which are dedicated to the development and sales of NFTs or other digital trading platform services through Distributed Ledger Technology. It is expressly stated that proposals submitted by companies that operate in the Cryptocurrency Trading Platform category will not be accepted by CONMEBOL.

Interested Qualified Bidders are invited by CONMEBOL to submit proposals to be appointed as CONMEBOL Club Competitions Official Footage NFTs Licensee.

2.1. Project description

This ITT calls for proposals for the 2-year cycle commencing with the 2023 season and ending with the last match of the Competitions in the 2024 season.

2.2. Main Deliverables

Create digital NFTs using official Competitions Match Footage, subject to prior approval from CONMEBOL, to be made available to fans for purchase and trade on a co-branded or white label platform, both on Primary and Secondary markets. The CONMEBOL Club Competitions Match Footage NFTs may possibly include additional experiences to buyers or can be created as collectibles.

2.3. Technical and Commercial Definitions:

"(CONMEBOL Club (Official)) Competition(s) Match Footage" means the official broadcast feed (moving

images and still images as generated and provided by exclusively CONMEBOL, including any graphics which are inserted by CONMEBOL, but excluding any other elements or assets which may be inserted by the relevant Competitions Broadcasters, such as the Competitions Broadcaster's exclusive shots, graphics, brands and commentaries) of a match of each or both of the Competitions, which, for the purposes of this ITT, is adjusted to a NFT format of up to 60" seconds. At CONMEBOL's sole discretion and subject to applicable technical fees, Competitions Archive Match Footage (i.e. Competitions Match Footage from seasons prior to 2022) may be integrated with the Competitions Match Footage as granted for use and commercialization under this ITT. Additional details on the Competitions Match Footage are set out in Section 2.5 below.

"(CONMEBOL Club (Official)) Competitions Match Footage NFT(s)" means the NFTs that solely consist of, include, or reproduce the Competitions Match Footage, as provided and approved by CONMEBOL. The trade of any such Competitions Match Footage NFTs shall strictly abide by the terms and conditions of this ITT and the Final License Agreement, to be signed by and between CONMEBOL and the Successful Bidder.

It is strictly stated that the Competitions Match Footage NFTs do not include (i) Competitions trademarks, names, logos, branding, trophies and medals, (ii) Competitions' competing clubs' intellectual property assets (such as trademarks, names, logos, branding, trophies, and medals), and (iii), players' (or other football officials') imagery or likeness, save where the foregoing is/are contained as a reference and a non-prominent part of the Competitions Match Footage NFT.

"(CONMEBOL Club) Competition(s) Broadcaster(s)" means each and any entity to which CONMEBOL has granted rights to broadcast each Competition's Match Footage in all forms including, but not limited to, terrestrial TV, Internet (streaming), cable, satellite, Pay-Per-View, CCTV, UHF, OTT, MMDS, DTH, DES and DSS. The Competitions Broadcasters may vary from time to time and are entitled to explore specific Matches of each or both Competitions, pursuant to the relevant business cycle and rights packages available.

"(Competitions Match Footage) NFT(s) Offering" means making a NFT under this ITT available to customers for purchase and trade on the related Primary and/or Secondary markets (as applicable). Bidder shall detail the proposed NFT Offering strategy in its Proposal.

"Cryptocurrency Trading Platform(s)" means the hosting and operating of a platform for the trading, issuing, lending, borrowing and custody of cryptocurrency and cryptocurrency payments.

"Distributed Ledger Technology" means the blockchain technology, the technological infrastructure and protocols which allow for simultaneous access, validation and record updating in an immutable manner across a network that is spread across multiple entries or locations.

"NFT(s)" means a Non-Fungible Token which is unique, limited, and indivisible. NFTs are created by using smart contracts whose ownership is digitally certified on the blockchain. For the purpose of this ITT, a NFT shall necessarily mean a CONMEBOL Club Competitions Match Footage NFT.

"NFT(s) Trading Platform" means the platform used for issuing, minting, buying, and selling of non-fungible tokens.

"Primary Market" means the online platform where the initial sales of NFTs takes place. For the purposes of this ITT, the Primary Market shall be the Successful Bidder's NFT trading platform, or a white label platform dedicated to the CONMEBOL Club Competitions Match Footage NFTs, to be created by the Successful Bidder upon CONMEBOL's prior approval.

"Secondary Market" means the online platform where the subsequent resales of the NFTs purchased on the Primary Market take place. While the Successful Bidder's trading platform may also qualify as a

Secondary Market pursuant to this ITT, the parties acknowledge that secondary sales may occur in other unrelated NFT Trading platforms.

2.4. The Product

The Competitions Match Footage NFTs (i) shall be available on platforms that uses at least 3 languages (Spanish, Portuguese and English) and (ii) may be commercialized through various payment methods, save that CONMEBOL Competitions' Sponsors in the categories of "payment methods" and "banking services" shall be given a "preferred payment method" and a "preferred bank" status, respectively, in respect of the Competitions Match Footage NFTs Offering.

2.5. Available Competitions Match Footage rights

CONMEBOL shall make available to the Successful Bidder, after 168h (i.e. 7 days) from the final whistle of each relevant Competition Match, the right to use the following Competitions Match Footage rights as blockchain based digital collectibles:

- All Competitions Match Footage from seasons 2023 and 2024, which is adjusted to a NFT format of up to 60" seconds (Videos, still images, GIFs and similar extensions)
- Competitions Archive Match Footage **
- Official CONMEBOL match-day footage (pre-match, break and post-match).

*Where at CONMEBOL's reasonable discretion the commercial relevance of and general interest in the Competitions Match Footage NFTs substantially increase during the initial 2023 season, CONMEBOL shall notify the Successful Bidder to review the Commercial Model proposed, to increment the Minimum Guarantee and Revenue Share accordingly for the remainder of the cycle.

** Archive footage (from 2019 onwards) shall be made available free of cost to the Successful Bidder;

** Archive footage (from 2002 until 2018) shall be made available free of cost to the Successful Bidder upon payment of the applicable technical fees.

For the avoidance of doubt, no intellectual property assets pertaining to Competitions Broadcasters may feature a Competitions Match Footage NFT, including but not limited to graphics, brands and commentaries.

Save for any cuts and edits which, subject to CONMEBOL's approval, may be required to adjust the Competitions Match Footage to the applicable NFT format, the actual use and implementation of Competitions Match Footage shall be limited to the context of the Competitions, which means that same cannot be cut, altered, edited or amended. For the avoidance of doubt, by cut, altered, edited or amended CONMEBOL refers to techniques that could lead to the relevant footage being somewhat unrecognizable as pertaining to an Official Competition Match Footage, in a way that same could be relatable to or confused with other competitions.

Also, the Competitions Match Footage may be used under the following formats:

- Static and videos in the Competitions context (more formats might be developed from time to time subject to the confirmation from CONMEBOL)
- For creation and promotion of blockchain based collectible games, to support the overall utility and desirability of the Competitions Match Footage NFTs.

The use and exploitation of the Competitions Match Footage rights shall be subject to:

- (i) the applicable CONMEBOL guidelines and manuals (including, but not limited to guidelines and manuals in respect of the use of Competitions' and competing clubs' intellectual property, as well as collective image rights of players and other football officials);
- (ii) prior approval from CONMEBOL, at its sole discretion; and
- (iii) subject to collective players imagery use guidelines.

3. Bidder's Role and Responsibility

CONMEBOL is receptive to additional settings if Bidder feels it would benefit from the business plan around the Competitions Match Footage NFTs. Bidder will be responsible for the following tasks, all of which shall be subject to CONMEBOL's approval:

- Strategy and Positioning Plan
- Assign a native South American Project Manager
- Benchmark
- Monetization Plan (under FC Diez Media's guidance and supervision)
- Financial Projection
- Platform Development (One-Off)
- Develop, manage and sell Competitions Match Footage NFTs
- Community management (in Portuguese, English and Spanish)
- Maintenance - Technical support
- Hosting
- Reporting

CONMEBOL shall support with marketing and promotion through:

- Association rights
- Digital channels Web and App media display
- Social media channels amplification
- Right to co-create merchandise from Competitions and Clubs participating in Competitions
- Right to purchase tickets for the finals
- CONMEBOL Club Competitions Legends (for promotional use only, quantities to be confirmed)

The Successful Bidder will be fully responsible and liable for all costs related to the delivery of the Project, including, but not limited to service fees, taxes, commissions to third parties and payment of subcontracting of personnel (if any) and services performed by the Bidder. Under no circumstances, CONMEBOL or FC Diez Media will be solidary or responsible for, either partially or in full, any such costs, taxes, commissions, or payments to third parties, as may be required for the Successful Bidder to deliver the Project. Also, the Successful Bidder will be the sole party responsible to clear any non-collective, non-CONMEBOL specific rights which may feature the Project (such as narrations from the pertinent Competition Broadcaster or individual rights of a player, whose image will be used in an individual, non-collective manner). For clarity, any contact between the Successful Bidder and a Competition Broadcaster shall be subject to CONMEBOL's prior approval and, at CONMEBOL's discretion, any such contact shall be intermediated by CONMEBOL or FC Diez Media.

3.1. Own Costs for participation in this ITT

Each Bidder is responsible for all costs, expenses and liabilities incurred by it or by any third party who assists such participant in the preparation of its Proposal and in any subsequent stage of the ITT process following submission of its Proposal (including whether a Final License Agreement is entered into with such Bidder). If any translations into other languages of documentation (including final execution version of the

Final License Agreement) are required, the cost of preparation of such translations shall be borne by the Bidder. CONMEBOL will not, in any circumstances, be liable for any such costs, expenses or liabilities.

4. Bid Format, Procedure and Minimum Requirements

All proposals must comply fully with the terms, conditions and procedures required under this ITT and set out below.

4.1. Proposal guidelines

Bidder's proposal shall meet the Minimum Requirements set out under Section 4.2, as well as address the content listed in this Section 4.1 pursuant to the format indicated below:

- Executive summary (Business Information)
- Background information about your business
 - Why should CONMEBOL choose your services over other entities?
 - What relevant experience (and cases) do you have to deliver this Project?
- Proposed services or deliverables
 - Specify the software and programming languages you intend to use and why you believe they are a good choice
- Benchmark of "NFTs" Worldwide Market
- Preliminary Monetization and Financial Plan (I.e. economic projections based on the Bidder's expertise, for the assessment of both CONMEBOL and FC Diez Media)
- Pricing
 - Per Section 3 of this ITT, the Successful Bidder will be fully responsible and liable for the costs related to the delivery of the Project, including, but not limited to service fees, taxes, commissions to third parties and payment of subcontracting of personnel (if any) and services performed by the Bidder.
- Data Protection Plan
 - Provide a Data Protection Plan which is consistent with the South American data protection legal framework (mainly in Argentina, Brazil, Colombia and Paraguay), so as to ensure that CONMEBOL, as data controller, and the Bidder, as data processor, are compliant with the applicable law.
- References
 - Include name, contact details and website / apps information of at least three previous clients.

4.2. Minimum Requirements:

In addition to addressing the content laid out in Section 4.1 above, Bidder's proposal shall feature the following elements as Minimum Requirements:

1. Overview of NFTs project plan
 - Example of collectible ranges and price point
 - Sample list of Digital Collectibles concepts with example Utilities
2. Overview of primary marketplace and second marketplace
3. Marketing Plan to reach relevant audiences (Football fans, sport collectors)
4. Overview of user and fan experience (Fan journey) – including NFT utility case
5. Overview of the blockchain technology on which your NFT offering is built
6. Present an additional proposal on how to create and commercialize "co-created Sponsors moments NFTs" (Footage that has Sponsored elements and third-party brands involved).
7. Overview of community management
 - Currency to be used

- Compliance management across different regions
 - Customer service and community management service offered
8. Commercial Model proposed
 - Minimum guaranteed + Revenue share of Primary and Secondary Marketplace sales
 - All sums shall be paid to CONMEBOL are exclusive of VAT or other sales tax, which (if applicable) shall be paid by the Successful Bidder in addition to such sums
 9. Overview of Creative, Production and Operating services, outlining responsible parties for costs
 10. Proposed Term length
 11. Exclusivity Requirements
 12. Overview of team structure, process and resource commitment, including commitment required by CONMEBOL

4.3. Bid Procedure and Process

The ITT Schedule shall be as follows:

June 21, 2022	Launch
June 22 to 26, 2022 (Until 6pm PY Time)	Q&A round (responses until July 01, 2022).
July 12, 2022 (Until 6pm PY Time)	Closing Date
July 13 to July 22, 2022	Bids evaluation process
July 22 to 29, 2022	Q&A or resubmission of revised or amended Bids (where applicable, at CONMEBOL's discretion)
Aug 04, 2022	Award

All Bids must:

- (a) be complete and include all Proformas and Bid Form duly filled out and signed, in the form specified in Schedule 1 and otherwise fully in compliance with the terms, conditions and procedures required under this ITT;
- (c) be submitted in an industry standard electronic format (such as PDF) by e-mail ONLY to concursonft@conmebol.com; and
- (e) be received ONLY at the email address set out above **until 6pm (PY time) on July 12, 2022** (the "Closing" Date"). Upon receipt of the Bid, the Bidder will receive an automatic acknowledgement of submission sent from the official Bid e-mail address to the email

address/es from where the offers were received. Offers received after Closing Date will NOT be accepted, NOR considered.

Please note that original documents which are electronically signed and digitally certified are acceptable for participation purposes only. However, CONMEBOL reserves the right to require any Successful Bidder to provide to CONMEBOL a hard copy, original signed version of the relevant successful Bid and Proformas.

Any Bids submitted by any other means (including, without limitation, fax) will not be accepted.

Following the issuance of this ITT to prospective Bidders, CONMEBOL, through the official Bid e-mail address concursonft@conmebol.com, will, where possible, provide any clarification reasonably requested in relation to the contents of the ITT during the Q&A round indicated in the ITT Schedule. CONMEBOL will in good faith review the queries submitted during the applicable Q&A rounds and, to the extent possible, respond them as it considers appropriate. CONMEBOL reserves the right to make any such response to any query (including the query itself) from any Bidder available to all recipients of this ITT, without revealing the identity of the enquirer.

5. Bid Documentation

This ITT is issued by CONMEBOL. All proposals must:

- Be submitted by an entity that meets the Eligibility Criteria set out in Schedule 1 hereunder.
- Be supported by the Proformas listed in Schedule 1 hereunder, which shall be duly filled out and signed.
- Be completed with all the information requested hereunder.
- Be fully compliant with the terms, conditions and procedures set out in this ITT.
- Bear the original signatures of authorized representatives of the Bidder.
- Be submitted in PPT format in English; and
- Be received by CONMEBOL by no later than July 12th, 2022 at **6PM Paraguay Time** (the "Closing Date"), as per indicated in Section 4.3 of this ITT.

6. Selection criteria

CONMEBOL, with the support and commercial advice from FC Diez Media, will evaluate the proposals based on the following criteria:

- Responsiveness to the requirements outlined in this ITT
 - Relevant experience and performance
 - Work samples
 - Reviews from past clients
 - Revenue projections and minimum profit guaranteed by the project

ADDITIONAL EVALUATION CRITERIA:

- Customer experience:
 - proven appeal, accessibility, and simplicity of usage built for mass audience
 - Ability of NFTs and user experience to adapt to consumer trends and fan insight
 - Quality of the user experience, the interface, and the customer service.
- Marketplace creation and maintenance experience:

- Experience in building white label marketplace platforms with understanding of the user experience and digital channel
- Access to customers via online platforms, and proven track record in converting users, and scalability
- Blockchain protocol:
 - Underlying technology, such as capacity, accessibility, payment, interoperability with other platforms, efficiency, gas, speed, analytics, etc.;
- Payment Methods and Currency options
- Sustainability credentials.
- New integration layers for stakeholders (current and former Players, Clubs, managers and other partners) to layer experiences and NFTs into ecosystem
- Football experience:
 - Proven relationship with Latin American football; Federations, Leagues, Clubs, and Players
 - Knowledge of football and football fan behavior
 - Reach to Football fans / accessibility
- Operations:
 - On ground local teams key South American markets, with regional knowledge and local language speaking.
- Commercial:
 - Financial value ascribed to the package and the proposed commercial model
 - Proposed Operational model
- Evidence of Financial security
- Compliance with Applicable law

CONMEBOL reserves the right to award the contract to the Bidder that represents the best value to the business, as solely determined by CONMEBOL.

7. ITT Legal Provisions

By agreeing to receive and/or responding to this ITT, each recipient and/or Bidder expressly accepts the terms and conditions set out below:

7.1. Binding Nature

Any submitted Bid is binding and irrevocable for a period of ninety (90) days following the Closing Date. Each Bidder acknowledges that any matters not expressly mentioned within the relevant Bid are deemed accepted and in the event of acceptance of that Bid by CONMEBOL, are agreed by the Bidder for the purposes of drafting and negotiation of the relevant contract.

7.2. No Grant of Rights

This ITT does not, and is not intended to, constitute a contract or an offer which is in any way capable of acceptance. Nothing in this ITT or in any materials provided by CONMEBOL, either with this ITT or during the ITT process, shall be construed as a grant (or an offer, agreement or an obligation to grant) by CONMEBOL of any licence, assignment or other right in or to any intellectual property rights which are the property of CONMEBOL or licensed to CONMEBOL by third parties nor a grant or any obligation or agreement to grant to any Bidder any rights.

7.3. Right to Modify the ITT

CONMEBOL reserves the right in its absolute discretion at any time to:

- withdraw or modify this ITT in whole or in part (including any of the rights and/or the terms and conditions of this ITT).
- launch an additional or modified tender process.
- withdraw from any negotiations in respect of any Bid; and/or
- not to execute any contract (even if first executed by a Bidder).

7.4. No Obligation

Save for the obligations of confidentiality set out hereunder, CONMEBOL neither accepts nor assumes any obligation under or in connection with this ITT.

7.5. Sole Right of Determination

Bidders may be shortlisted or rejected by CONMEBOL at any time and/or asked to clarify or resubmit any Bid which fails to meet the requirements of CONMEBOL set out in this ITT. No reasons need be given for any rejection or for any other decision made in connection with this ITT or the bidding process. CONMEBOL shall have the sole right to determine whether any negotiations are held and to determine the basis, period and method of negotiation.

7.6. No Representations or Warranties

CONMEBOL does not make or give any representation, warranty or promise as to the accuracy, adequacy or completeness of the information contained in the body of the ITT or within any subsequent clarifications made or further or supporting materials provided, or that the use of such information will not infringe upon the rights of any third party. Furthermore, CONMEBOL does not accept any responsibility for any loss, damage, liability or expense that may be suffered or incurred through the use of or any reliance upon such information. All terms, conditions, warranties and representations in any of these regards, whether express or implied (by statute or otherwise) are hereby excluded.

CONMEBOL shall not be responsible for any loss, damage, liability or expense that may be suffered or incurred in relation to the bidding process and/or subsequent negotiations.

7.7. Confidentiality

The Bidder undertakes to keep the content of this ITT, its Bid and any communications and/or negotiations relating to this ITT and/or the final contract confidential. This confidentiality undertaking shall survive the termination of the sales process and the Bidder's involvement therein. CONMEBOL agrees that any information of an actual confidential nature (and marked as such) included within Bids received (including all financial information) will be kept confidential and will not be disclosed to any third party other than its advisers.

No prospective Bidder is entitled to make any announcement relating directly or indirectly to this ITT, and to its Bid, or any acceptance or rejection thereof. Each Bidder acknowledges and agrees that CONMEBOL shall have the sole right to make any announcement in relation to this ITT, and the selection of the successful Bidder. CONMEBOL has the right to disclose each Bidder's identity, should it not adversely affect competition amongst Bidders.

7.8. Anti-corruption

By submitting a Bid hereunder, each Bidder confirms that it has read and undertakes to perform all the activities required in this ITT (and, if its Bid is successful, in the relevant contract), and at all times to observe

the regulations, laws and legislation to combat kickbacks and corruption, including, but not restricted to, the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. § 78-dd-1 and ff., in the amended version), the UK Bribery Act of 2010 and any other Act designed to fight bribery and corruption and about conflicts of interests which applies to the Bidder and/or CONMEBOL. In this regard, the Bidder further undertakes to not make or offer, directly or indirectly, payments, gifts, favours, entertainments, trips and/or donations to any employee, service provider, members of the board or the various committees of CONMEBOL or, in relation to any aspect of the Bidder's activities in relation to this ITT (including its Bid) to any public authority, political party and/or to any candidate for political office (in any country, state and/or municipality) or any other person (each of the foregoing, a Bidder Relevant Person) under circumstances where that payment, gift, favour, entertainment, trip and/or donation amounts to an unlawful payment and/or was given to derive an unfair advantage or any benefit from any such Bidder Relevant Person.

The Bidder declares that it does not appear in the sanctions list of the American Office of Foreign Assets Control (OFAC) or in the sanctions list of the United Nations Organization (UNO). It also confirms that its legal representatives, members of the Board and shareholders do not appear in those lists.

7.9. Intellectual Property (ITT, Bids and Materials)

All rights, title and interest (including but not limited to copyright) in and to this ITT and any materials provided by CONMEBOL to any Bidder or prospective Bidder are and shall remain the exclusive property of CONMEBOL.

Once received by CONMEBOL, each Bid document (and the physical media upon which it is recorded) shall become the physical property of CONMEBOL. Whether any Bid is successful or not, CONMEBOL shall be freely entitled to use (free from any payment or restriction) all ideas, concepts, proposals, recommendations or other materials (save for trademarks and third-party copyright materials) contained in such Bid or otherwise communicated to CONMEBOL during the Bid process. The Bidder waives any right it may have, and shall not make any claim against CONMEBOL, in respect of any use made by CONMEBOL of any intellectual property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or third-party copyright materials) contained in its Bid documents.

7.10. No assignment or sublicense

Save for subcontractors or third parties which may, subject to CONMEBOL prior approval, be engaged to contribute to the Project delivery, the Successful Bidder won't be permitted to assign or sublicense, either partially or in full, its rights and obligations under the contract to be signed with CONMEBOL, in the realm of this ITT.

7.11. Execution of the Final License Agreement

If a Bid submitted in response to this ITT is successful, CONMEBOL will notify the Successful Bidder in writing accordingly. Thereafter, CONMEBOL will issue to the Successful Bidder draft license agreement. The Successful Bidder will be required to review such draft license agreement, provide its comments thereon (which in any case shall solely concern non-material provisions of the license agreement) and, upon CONMEBOL's approval, enter into such license agreement within five (5) Business Days of the day on which it receives the final version of the same (i.e. the relevant final, negotiated version so entered into by the Successful Bidder (and thereafter, at CONMEBOL's discretion, by CONMEBOL) being a "Final

License Agreement"). If the Successful Bidder fails to enter into a Final License Agreement with CONMEBOL within the five (5) Business Day deadline, CONMEBOL shall be free (but is under no obligation) to enter negotiations with unsuccessful Bidders in respect of awarding the rights to them. Any Bidder who enters into a Final License Agreement with CONMEBOL is referred to in this document as a "Licensee".

7.12. Governing Law

This ITT and any related documentation, correspondence and any agreement (including the Final License Agreement) entered into between CONMEBOL and any Bidder shall be governed by, and construed in accordance with, the laws of Switzerland. Any and all disputes arising in relation to this ITT or the bidding process shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland ("CAS"). Any such dispute so referred to CAS will be resolved definitively in line with the then current CAS arbitration code (as at the date of this ITT referred to as the 'Code of Sports-related Arbitration'). The panel will be made up of three (3) arbitrators. The language used in the arbitration shall be English and the final award shall be binding to the parties, subject to an appeal to the Swiss Federal Tribunal.

SCHEDULE 1

ELIGIBILITY CRITERIA AND MANDATORY DOCUMENTATION

In this ITT, a “Bidder” is an entity that meets all the following requirements to submit a Bid within this tender procedure:

- (a) it has duly signed the Confidentiality Agreement, prior to receiving a copy of the ITT.
- (b) it qualifies as a Qualified Bidder under Section 2 of the ITT.
- (c) it has a well-established and professionally managed company and organizational structure as well as sufficient means to support the activities deriving from the award and to pursue an exploitation of the rights under this ITT in an optimal manner.
- (d) it is in possession of adequate financial security in respect of its solvency and ability to ensure the exact fulfilment of the payment obligations deriving from the award of rights. In order to prove this, the Qualified Bidder must submit the last 3(three) annual financial statements.
- (e) without prejudice to the foregoing, it is not subject (nor has been subject within the last ten (10) years) to bankruptcy or to any procedure of bankruptcy or insolvency, statutory moratorium, sanction, or composition with its creditors.
- (f) it has no outstanding (nor it has had, over the last ten (10) years, save where same was settled) litigations, arbitrations (or any other administrative procedures) or financial debts which derive from an ongoing or precedent relationship with CONMEBOL, either in its own name or as any holding/parent company/subsidiary entity, director, or shareholder.
- (g) it does not, and its legal representatives and its shareholders do not, appear in the list of sanctions of the American Office of Foreign Assets Control (OFAC) or in the list of sanctions of the United Nations Organization (UNO); and
- (h) neither it, a member of its Group nor any director or shareholder of the Bidder or any member of its Group, have at any time been under investigation for fraud, corruption, bribery, money laundering or any other illegal conduct.

Additionally, each Bidder shall fill out and execute the Proformas listed below:

- ▶ Cover letter (according to Proforma 1);
- ▶ Anti-corruption commitment (according to Proforma 2); and
- ▶ Declaration of non-involvement in investigations and lawsuits in which CONMEBOL is (or was) a part (according to Proforma 3).

Bidder is also required to submit a SOC2 report or similar to demonstrate that general Information Technology (IT) controls are in place, to secure the delivery of the Project.

For participation purposes only, Bidders will be allowed to submit electronically signed and digitally certified copies of the Proformas and the Confidentiality Agreement. However, the Successful Bidder will be required to submit to CONMEBOL hardcopies of the original Proformas and the Confidentiality Agreement, duly notarized and apostilled. Likewise, the Successful Bidder will be subject to a thorough compliance check from CONMEBOL, which will be critical to the actual grant of the rights laid out in this ITT. Where the Successful Bidder has substantial compliance issues which, at CONMEBOL's discretion, cannot be satisfactorily clarified and resolved in a timely fashion, the Successful Bidder will be disqualified and CONMEBOL will be allowed to grant the rights to another Bidder, provided that same complies with the Eligibility Criteria, has signed the Required Documentation and is clear to contract with CONMEBOL, from a compliance standpoint.