PITCHLINK
SOCCER SOCIETY

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POLICY · GOVERNANCE

Conflict of Interest Policy

Including related-party contracts and paid officer remuneration

Organisation	Pitchlink Soccer Society	**Corporation no.**	1836274-2
Governing law	Canada Not-for-profit Corporations Act	**Status**	DRAFT v0.1 for board approval
Prepared	14 November 2026	**Review cycle**	Annually, and when the board changes

Important: draft for discussion, not legal advice

This draft gives general information about good governance practice for Canadian not-for-profit corporations. It is not legal or tax advice. Before the board adopts it, have it reviewed by a lawyer familiar with the Canada Not-for-profit Corporations Act (CNCA) and, if Pitchlink plans to apply for charitable registration, with Canada Revenue Agency (CRA) rules.

Text in [square brackets] is a suggested value for the board to confirm or change.

1 Purpose

Pitchlink Soccer Society ("Pitchlink" or the "Society") exists to advance youth education, health, poverty relief and newcomer integration in Canada through soccer, on a not-for-profit basis, beginning with the Vancouver International U18 Cup. People who lead Pitchlink must make decisions in the best interests of the Society, not in their own interest or the interest of a business or person connected to them.

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Our mission

Pitchlink Soccer Society uses soccer to create equal opportunity for children and families across Canada. We are committed to:

1. **Free soccer clinics.** We offer free, high-quality soccer clinics to children from underprivileged backgrounds.
2. **Registration support.** We cover or subsidize club registration fees so cost is never the reason a child cannot play.
3. **Newcomer integration.** We help newcomer families settle into their Canadian communities through soccer, building friendships, belonging and connection.
4. **Talent development.** We help talented young players from underprivileged backgrounds reach their potential, with access to quality training and financial support.
5. **Rural access.** We bring programs to rural communities so rural children get the same opportunities as children in cities.
6. **Youth tournaments.** We organize soccer tournaments that promote the sport and give young Canadians the chance to compete, grow and connect.

This policy explains how actual, potential and perceived conflicts of interest are disclosed, recorded and managed. It is written to allow Pitchlink to work with people and businesses connected to its leaders, including its founder's business, where that is genuinely good for the Society, provided the decision is made openly, by people without a personal stake, at a fair price, and on written terms.

2 Legal framework

2.1 Pitchlink is incorporated under the CNCA (Certificate of Incorporation dated 5 November 2026). Section 141 of the CNCA requires a director or officer who is a party to, or is a director, officer or has a material interest in a party to, a material contract or transaction with the corporation to disclose the nature and extent of that interest in writing, and a director so interested generally may not vote on it. This policy puts that duty into practice and sets stricter standards where the board considers them prudent.

2.2 Pitchlink's Articles of Incorporation contain no restrictions on activities and no additional provisions about director or officer remuneration, conflicts of interest or related-party contracts. Those matters are therefore governed by the CNCA, the Society's by-laws once adopted, and this policy.

2.3 The CNCA prohibits a not-for-profit corporation from distributing its profits to members, directors or officers. Paying reasonable compensation for services actually provided is permitted. This policy is designed to show that any payment to an officer or a related business is reasonable compensation and not a disguised distribution.

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2.4 If Pitchlink later applies to be a registered charity, CRA rules and expectations on paying directors and on dealings with non-arm's-length parties are stricter. The board must review this policy, and any existing paid roles and related-party contracts, before submitting a charity application.

2.5 If this policy conflicts with the CNCA, the Articles or the by-laws, the law, Articles and by-laws prevail.

3 Who this policy applies to

This policy applies to every "Covered Person":

(a) each director of the Society;

(b) each officer, including the Chief Executive Officer (CEO), Chair, Secretary and Treasurer;

(c) members of any board committee or tournament organising committee; and

(d) employees, contractors and volunteers who have authority to commit the Society's money, select suppliers or approve payments.

4 Definitions

4.1 **Conflict of interest** means any situation in which a Covered Person's personal, financial, family or business interests, or their duties to another organisation, conflict or could reasonably appear to conflict with their duty to act in the best interests of Pitchlink. A perceived conflict is treated the same way as an actual one.

4.2 **Related Party** means, for any Covered Person: (a) their spouse or partner, children, parents, siblings and anyone living in their household; and (b) any business, agency or organisation in which the Covered Person or a person in (a) is an owner of [10%] or more, a director, officer, partner, employee or paid agent, or from which they receive commission or other income. For clarity, **Nextstep Sports Agency** (and any affiliate or successor) is a Related Party of Armand Patrick Nguesseu.

4.3 **Related-Party Transaction** means any contract, purchase, sale, loan, sponsorship, licence, employment or other arrangement between Pitchlink and a Covered Person or their Related Party, including any arrangement under which a Related Party is paid by a third party (for example a team, federation, sponsor or venue) because of Pitchlink's activities.

4.4 **Independent Director** means a director who has no personal or Related Party interest in the matter being decided, is not employed or paid by Pitchlink (other than reimbursement of expenses), and is not a Related Party of the conflicted person.

4.5 **Fair Market Value** means the price that would be agreed between unrelated, informed parties acting at arm's length, supported by competing quotes or other written benchmarks.

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5 Duty to disclose

5.1 **Standing disclosure.** Every Covered Person must complete the Disclosure and Annual Declaration form (Appendix A) on taking office and every year by [31 March]. The form lists all Related Parties that do, or could, do business with Pitchlink.

5.2 **Disclosure as it arises.** A Covered Person must disclose a new or changed conflict in writing to the Chair (or, if the Chair is conflicted, to another Independent Director) as soon as they become aware of it, and in any case before the matter is discussed or decided, and no later than [14] days after becoming aware.

5.3 **What to disclose.** The disclosure must describe the nature and extent of the interest, including the Related Party involved, the expected value of any payment, and any income the Covered Person or Related Party could receive from third parties as a result.

5.4 **Raising another person's conflict.** Anyone who believes a Covered Person has an undisclosed conflict should raise it with the Chair or an Independent Director. Concerns raised in good faith will not lead to any reprisal.

6 Managing a conflict at meetings

6.1 When a disclosed conflict relates to an item of business, the conflicted person:

(a) may answer factual questions from the board if invited, then must leave the meeting (or the video call) for the rest of the discussion and the vote;

(b) must not vote, and must not try to influence the decision before, during or after the meeting;

(c) must not receive confidential board papers on that item, other than those needed to answer questions; and

(d) is not counted towards quorum for that item, unless the by-laws provide otherwise.

6.2 The Independent Directors decide whether a conflict exists, whether the transaction may proceed, and on what conditions. If the board cannot decide, the matter does not proceed.

6.3 The minutes must record: the disclosure; that the conflicted person left the meeting; the information considered (including quotes or benchmarks); the decision; and the names of those who voted.

7 Approving Related-Party Transactions

A Related-Party Transaction may proceed only if all of the following are met, and the Related-Party Transaction Checklist (Appendix B) is completed and filed with the minutes:

7.1 **Board approval.** It is approved in advance by a majority of the Independent Directors, with at least [two] Independent Directors voting in favour.

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7.2 **Best interests.** The Independent Directors are satisfied the arrangement is in Pitchlink's best interests, and is as good as or better than what Pitchlink could reasonably obtain from an unrelated supplier.

7.3 **Competing quotes.** For any engagement expected to exceed [$2,500] in a year, at least [two] written quotes or proposals from unrelated suppliers are obtained; above [$10,000], at least [three]. Where comparable suppliers genuinely do not exist, the Independent Directors record why and use other written benchmarks.

7.4 **Fair Market Value.** The price is at or below Fair Market Value. Fees are fixed or capped; percentage-of-revenue, percentage-of-sponsorship or success fees payable to a Related Party require specific justification recorded in the minutes.

7.5 **Written contract.** A signed written contract sets out the scope of work, deliverables, fees and payment schedule, expense rules, term and termination (including termination without cause on reasonable notice), insurance, compliance with applicable football regulations, confidentiality, data protection, and ownership by Pitchlink of all intellectual property, contacts, data and goodwill created for Pitchlink.

7.6 **Independent signing and payment.** The contract is signed on Pitchlink's behalf, and each invoice is approved for payment, by someone other than the conflicted person or their Related Party. Payment needs proof that the work was delivered.

7.7 **No exclusivity.** No Related Party is given an exclusive or automatically renewing contract. Each Related-Party contract is reviewed at least annually and re-tendered at least every [three] years.

7.8 **Reporting.** The Treasurer reports all payments to Related Parties to the board at least [quarterly], and they are disclosed in the annual financial statements to members.

8 Specific arrangement: Nextstep Sports Agency

8.1 **Disclosure on record.** Armand Patrick Nguesseu, founder and current sole director of Pitchlink, has disclosed that he owns Nextstep Sports Agency, which provides match agent and related sports-event services. This disclosure is recorded as a standing disclosure under section 5.1 and must be updated whenever it changes.

8.2 **Permitted scope.** Pitchlink may subcontract defined parts of its events to Nextstep, such as arranging international matches and team participation, liaison with national associations, and other event services, but only under section 7 and only for clearly defined work packages approved by the Independent Directors.

8.3 **Licensing and regulations.** Nextstep must hold, and provide proof of, any licence, registration or authorisation required by FIFA, Canada Soccer, the relevant provincial association or any participating national association for the services it provides, and must comply with their regulations.

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8.4 **No double payment.** Duties that form part of the CEO's role (section 9) may not also be billed by Nextstep. The CEO job description and each Nextstep contract must define their scopes so that they do not overlap, and the Independent Directors must confirm this in the minutes.

8.5 **Third-party income.** Nextstep must disclose to the board, in writing and in advance, any fee, commission or benefit it receives or expects from a team, federation, player, sponsor, venue, travel supplier or other third party in connection with a Pitchlink event. Undisclosed third-party income is a breach of this policy.

8.6 **Oversight.** The board appoints an Independent Director as contract manager for each Nextstep contract. That person, not Mr. Nguesseu, supervises performance, accepts deliverables and approves invoices.

8.7 **Pitchlink's assets.** Contacts, data, relationships with national associations and sponsors, brand and intellectual property developed through Pitchlink events belong to Pitchlink and may not be used by Nextstep for unrelated commercial purposes without the board's written consent.

9 Remuneration of the CEO and other officers

9.1 Pitchlink may pay a CEO or other officer reasonable compensation for services actually provided. Directors serving only as directors are not paid, but may be reimbursed for reasonable, pre-approved, receipted expenses.

9.2 **Who decides.** The CEO's compensation, benefits and any bonus are set only by the Independent Directors, with the CEO absent from the discussion and vote, even where the CNCA would allow a director to vote on their own remuneration.

9.3 **Reasonableness.** Compensation must be benchmarked against comparable roles in Canadian not-for-profit and amateur sport organisations of similar size, documented in the minutes, and affordable within an approved budget. It must not be calculated as a percentage of donations, grants, sponsorship or surplus.

9.4 **Written terms.** The CEO's role, duties, hours, reporting line (to the board), compensation, review process and termination terms are set out in a written employment or services agreement and job description.

9.5 **Annual review.** The Independent Directors review the CEO's performance and compensation at least annually.

9.6 **CEO on the board.** Good practice is for a paid CEO to attend board meetings as a non-voting officer rather than as a voting director. If the CEO remains a voting director, the board should have a majority of Independent Directors, and the Chair should be an Independent Director. This is particularly important if Pitchlink intends to apply for charitable registration.

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10 Transition while the board is being formed

10.1 Pitchlink currently has one director, who is also the founder, the intended CEO and the owner of Nextstep. A sole director cannot independently approve their own pay or a contract with their own business.

10.2 Until at least [two] Independent Directors have been appointed (with a recommended board of at least [three] directors):

(a) no CEO compensation will be paid or committed, other than reimbursement of documented expenses;

(b) no contract with Nextstep or any other Related Party will be signed, except an urgent engagement capped at [$2,500] in total that meets sections 7.3 to 7.6 as far as possible, is fully documented, and is presented to the board for ratification at its first meeting; and

(c) the founder will record all expenses and any work performed for Pitchlink so the new board can consider them.

10.3 The first meeting of the expanded board should adopt this policy, receive the founder's Disclosure form, and only then consider CEO compensation and any Nextstep engagement.

11 Gifts, hospitality and benefits

11.1 Covered Persons must not accept gifts, hospitality or other benefits from current or prospective suppliers, sponsors, teams or federations that could reasonably be seen to influence their decisions. Items of modest value (under [$100]) given as ordinary courtesy may be accepted, and anything of greater value must be declined or reported to the Chair.

11.2 Customary exchanges of commemorative items between national teams and tournament organisers are permitted and belong to Pitchlink where of significant value.

12 Confidentiality and use of position

12.1 Covered Persons must not use confidential information or their position with Pitchlink to gain an advantage for themselves or a Related Party, including information about budgets, bids, competing quotes, sponsors or participating teams.

13 Breach of this policy

13.1 If a Covered Person fails to disclose a conflict or breaches this policy, the Independent Directors may take any appropriate action, including requiring repayment of any benefit, ending or renegotiating the affected contract, removing the person from a committee or office, or recommending removal as a director under the by-laws and the CNCA.

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13.2 A contract entered into in breach of this policy may be voidable under the CNCA, and the board may ask the members or a court to address it.

14 Records and review

14.1 The Secretary keeps all disclosure forms, checklists, quotes and minutes relating to conflicts for at least [seven] years after the related matter ends.

14.2 The board reviews this policy at least annually, when the composition of the board changes significantly, and before any application for charitable registration.

Adoption

Adopted by resolution of the Board of Directors of Pitchlink Soccer Society on _____ (date). Minute reference: _____.

Chair (Independent Director)	Secretary
Signature:	Signature:
Name:	Name:
Date:	Date:

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APPENDIX A

Conflict of Interest Disclosure and Annual Declaration

Complete on taking office, every year by [31 March], and whenever your circumstances change. Return the signed form to the Chair or Secretary. Use additional pages if needed.

Part 1. Your details

Full name	
Role(s) with Pitchlink	☐ Director ☐ Officer (title: _____) ☐ Committee member ☐ Staff / contractor
Type of form	☐ On taking office ☐ Annual declaration for year _____ ☐ New or changed disclosure

Part 2. Related Parties and interests

List every business, organisation or person (including family members) connected to you that does, or might, do business with Pitchlink, receive money from it, or receive money from third parties because of its activities. Include ownership, directorships, employment, agency, commission and family relationships.

Related Party (name)	Your relationship	Nature and extent of interest	Dealings with Pitchlink (actual or expected, with value)

☐ I have no Related Parties or interests to disclose at this time.

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Part 3. Disclosure of a specific matter (if applicable)

Matter or transaction	
Related Party involved	
Estimated value to the Related Party	
Any income from third parties (teams, federations, sponsors, venues, suppliers)	
Meeting date when this will be considered	

Part 4. Declaration

I confirm that I have read and understood the Pitchlink Soccer Society Conflict of Interest Policy and agree to comply with it. The information on this form is complete and accurate to the best of my knowledge. I will disclose any new or changed interest promptly, and I will leave the meeting and not vote on any matter in which I have a conflict.

Signature:	Date:

For board use only

Date received / received by	
Board decision and conditions	
Minute reference	

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APPENDIX B

Related-Party Transaction Checklist

Complete for every Related-Party Transaction, including each engagement of Nextstep Sports Agency, and file it with the minutes of the meeting that approved it.

Related Party / supplier	
Connected Covered Person	
Description of work or goods	
Contract value and term	

#	Requirement	Yes / No / N/A	Policy section
1	Written disclosure received from the connected Covered Person (Appendix A, Part 3).		5
2	Conflicted person left the meeting and did not vote; quorum met without them.		6
3	Approved by a majority of Independent Directors, with at least [two] voting in favour.		7.1
4	Required number of competing quotes obtained, or reason for exception recorded.		7.3
5	Price confirmed at or below Fair Market Value; fees fixed or capped.		7.4
6	Signed written contract covering scope, fees, termination, insurance, confidentiality and IP.		7.5
7	Contract signed, and invoices approved, by someone other than the conflicted person.		7.6
8	No exclusivity or automatic renewal; review date set.		7.7
9	Nextstep only: proof of required FIFA / Canada Soccer / association licence or authorisation on file.		8.3
10	Nextstep only: scope confirmed not to overlap with the CEO's paid duties.		8.4
11	Nextstep only: all expected third-party fees or commissions disclosed in writing.		8.5
12	Independent Director appointed as contract manager.		8.6

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Quotes or benchmarks considered

Supplier	Price	Notes

Approved by (Independent Director)	Signature	Date