MLS NEXT ACADEMY DIVISION

DISCIPLINARY CODE

2026-2027

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I. DEFINITIONS

Capitalized terms shall have the definitions ascribed to them below, or if not defined within this Disciplinary Code (the "Code"), shall have the definitions ascribed to them in the MLS NEXT Academy Division Rules & Regulations.

a. Annulment of the Result of a Match. Invalidating the Result of a Match reached on the field of play.

b. Ban from Entering a Facility. Prohibiting an individual from entering a certain Facility.

c. Ban from Locker Rooms. Prohibiting an individual from entering a Club's locker rooms.

d. Ban from Substitute Bench. Prohibiting an individual from entering a Club's area immediately surrounding the field of play and from sitting on the substitute bench.

e. Ban on Activity. Prohibiting a person from taking part in any kind of MLS NEXT Academy Division soccer-related activity (administrative, sports, or otherwise) for a period of time specified by a Disciplinary Body.

f. Ban on Playing in a Particular Facility. Prohibiting a Club from having its team play in a certain Facility.

g. Club (or "Member"). Any soccer club whose application for membership in MLS NEXT Academy Division has been accepted, and that has signed a Membership Agreement and paid a specified performance bond.

h. Club Representative. Any Club personnel, including but not limited to, any Club employees, Coaches, trainers, Team administrators, other support or volunteer staff, or any individual who represents themselves as being affiliated with a Club in a manner that is known or should be known to the Club, that assist the Club in connection with the Season.

i. Coach. An individual who performs the duties and services as may be assigned to an individual by a Club regarding the training of youth soccer players, including, but not limited, to (i) conducting and supervising the Team's practices, training camps and training sessions, (ii) coaching the Team in all competitions and Matches, (iii) preparing for all Matches played by the Team, including developing Match strategies, (iv) overseeing off-season Player development programs for the Team, (v) consulting and advising with respect to the Team's Roster, (vi) directing and supervising the Team's coaching staff, (vii) enforcing Club and League rules, and/or (viii) participating in promotional, sponsorship and public relations activities.

j. Conference. The grouping of Teams that compete against each other in the Regular Season and whose performance and standings are tracked and reported together.

k. Deduction of Points. Deducting a Club's points from those already attained in a current or future MLS NEXT Academy Division Competition.

l. Disciplinary Bodies. Each a "Disciplinary Body" and collectively the "Disciplinary Bodies." The disciplinary bodies of MLS NEXT Academy Division, consisting of the designated process that is outlined by Operator for the Club's Conference.

m. Discipline Review Panel (or the "Panel"). A panel comprised of five representatives appointed by Operator, the purpose of which is to resolve certain incidents of alleged Infractions, and with authority to issue Sanctions. The Panel must review incidents where the potential Sanction may exceed a five (5) Match Suspension, include a Transfer Ban, Removal from the MLS NEXT Academy Division, or Fines in excess of $5,000 on a Club.

n. Dismissal. When a Match Official requests a spectator or other person not sitting in the technical area or participating on the field to leave the pitch and remain suspended for the remainder of the Match and/or Fixture. For the avoidance of doubt, a Dismissal is not a Red Card from Match Officials.

o. Exclusion from an MLS NEXT Academy Division Competition. Prohibiting a Club or individual from taking part in a current and/or a future MLS NEXT Academy Division Competition.

p. Facility. A venue for Team training and Matches, including all parking, structures, and grounds on or immediately surrounding the venue.

q. FIFA. The Fédération Internationale de Football Association (International Federation of Association Football), the international governing body of association soccer.

r. Fine. A monetary amount paid by a Club or an individual as a Sanction following a determination that said Club or individual committed an Infraction; said amount shall not be less than twenty-five dollars ($25) and not more than ten thousand dollars ($10,000).

s. Fixture. A set of scheduled Matches of multiple age groups versus one opponent.

t. Forfeit. A 3-0 loss for the team that is issued the forfeiture for a Match.

u. Improper Conduct. Any conduct or behavior that would be deemed to be unreasonable or inappropriate by an average person. Such behavior includes, but is not limited to, violence towards persons or property, letting off incendiary devices, throwing missiles, displaying insulting slogans in any form, uttering insulting words or sounds, or invading the field. Such Improper Conduct may constitute an Infraction.

v. Infraction. Any violation or alleged violation of the Rules and Policies, or any action or alleged action that is against the spirit of the Rules and Policies.

w. Lifetime Ban. Permanently prohibiting an individual from being a Participant.

x. Match. Any soccer match played between two Clubs or any match organized by Operator as part of a MLS NEXT Academy Division Competition.

y. Match Official. The referee, assistant referees, fourth official, Match commissioner, referee inspector, the person in charge of safety, and/or any other persons appointed by Operator and/or Professional Referee Organization ("PRO") to assume responsibility in connection with a Match.

z. Match Suspension. A ban that prevents a Player, Club Representative (in the technical area), or other Participant from taking part in any future Match or MLS NEXT Academy Division Competition, including, but not limited to, being present in the area immediately surrounding the field of play. The suspension is imposed in terms of Matches, days, or months.

aa. Membership Agreement. The document that details the rights and obligations of each Club; a fully executed Membership Agreement is required for a Club to become a valid member of the MLS NEXT Academy Division.

bb. MLS NEXT Academy Division Competition. The MLS NEXT Academy Division schedule, collectively referring to friendly matches, Regular Season matches, MLS NEXT Fest, MLS NEXT Academy Division Regional Events, and MLS NEXT Cup (each as applicable), featuring at least one Club and organized by Operator and/or PDev.

cc. MLS NEXT Academy Division Events. This definition includes, but is not limited to, MLS NEXT Academy Division-sanctioned tournaments, leagues, showcases, Talent IDs, and camps run by Operators and/or PDev, including local affiliate organizations (if the event is sanctioned by Operator or PDev). While Operator or PDev may not have authority or control over non-sanctioned events operated or organized by Clubs, any conduct prohibited by this policy even at non-sanctioned events may serve as an independent basis for disciplinary action if it calls into question a Participant's fitness to participate in MLS NEXT Academy Division Events or Competitions.

dd. MLS NEXT Academy Division Regional Events: MLS NEXT Academy Division Competitions held regionally by an Operator across select age groups. Unless otherwise stated by Operator, Club participation is required at MLS NEXT Academy Division Regional Events, which are part of the DIVISION Regular Season.

ee. MLS NEXT Cup. The MLS NEXT Academy Division Competition held at the conclusion of the Regular Season among the qualifying Teams from the U15 through U19 age groups, culminating in a champion in the U15, U16, U17, and U19 age groups.

ff. Neutral Territory. A venue or field for a Match that is not within a reasonable geographic proximity to each Club's home location.

gg. Notice of Infraction. A written pronouncement by the Discipline Review Panel that provides a party with notice of the specific alleged Infraction(s) of the Rules and Policies.

hh. Operator. The entity provided a license by PDev to operate MLS NEXT Academy Conference in an assigned territory.

ii. Participant. Any Player, Club, Club Representative, Operator employee that does not otherwise fall under the definition of Program Staff, Match Official, parent, spectator, volunteer, independent contractor (including, but not limited to, security or medical personnel including an athletic trainer that does not fall under Club Representative), or other individual that attends or contributes to an MLS NEXT Academy Division Event.

jj. Player. An individual who has completed the MLS NEXT Academy Division Registration process and is eligible to be added to a Roster.

kk. Program Staff. Those individuals who work on behalf of Operator to execute all MLS NEXT Academy Division Events.

ll. Red Card (or "Send-Off"). A decision by the referee to Sanction misconduct by a Player or technical staff member by the display of a Red Card in accordance with the provisions of Law 12 of the FIFA Laws of the Game and related official guidance from USSF.

mm. Registration. The process by which each Player, Club, and Club Representative submits required information and agrees to abide by the Rules and Policies. Registration is currently done online.

nn. Regular Season. The time period beginning on a date set by Operator (typically in September) and concluding on a date specified by Operator before the beginning of the MLS NEXT Cup during which MLS NEXT Academy Division Competition between Clubs occurs, inclusive of regional and winter MLS NEXT Academy Division Events, and counting towards points for regular season standings. Excluded from the Regular Season is any breaks for high school season in a given Conference.

oo. Removal. A Sanction against a Participant that entails elimination from the league/loss of membership in MLS NEXT Academy Division.

pp. Result. The win, loss, tie, goals scored for, goals scored against, points per Match or total league points achieved by the teams on the field of play during a Match.

qq. Rules and Policies. The MLS NEXT Academy Division Rules and Regulations, along with each Club's MLS NEXT Academy Division Membership Agreement,

the MLS NEXT Commercial Marketing Guidelines, the MLS NEXT Style Guide, the MLS NEXT Academy Division Disciplinary Code, the MLS NEXT Academy Division Code of Conduct, the MLS NEXT Academy Division Safety and Wellbeing Policy, the MLS Privacy Policy, and any other rules, regulations, policies, guidelines, procedures, or directives of Operator and/or PDev, as they exist on the date hereof and as they may be amended, restated, supplemented, or otherwise modified from time to time.

rr. Sanction. A penalty or other means to enforce compliance with Rules and Policies.

ss. Season. The entire year of competitive and non-competitive programming organized by Operator for as MLS NEXT Academy Division Events, including, but not limited to, Pre-Season, Regular Season, and Post-Season.

tt. Serious Infraction. An infraction that would present an elevated risk to a Player, a Club, or MLS NEXT Academy Division.

uu. Staff Member. A member of a Club's coaching or training staff.

vv. Team. Any grouping of Players by age by a Club to play in MLS NEXT Academy Division Competitions.

ww. Transfer Ban. A Sanction against a Club that prevents the Club from registering a specific Player or any Player during a specific time period.

xx. USSF (or "U.S. Soccer"). The United States Soccer Federation, the official governing body of the sport of soccer in the United States.

yy. Warning. A cautionary reminder of the substance of a disciplinary rule.

zz. Written Decision. A written pronouncement by the Discipline Review Panel for any Sanction that exceeds a five (5) Match Suspension, includes a Transfer Ban, Removal from MLS NEXT Academy Division, or Fines in excess of $5,000 on a Club.

aaa. Written Reprimand. A written pronouncement of Operator's disapproval of a Club or an individual regarding an Infraction or other behavior committed by that Club or individual.

bbb. Yellow Card (or "Caution"). A decision by the referee to Sanction misconduct of a Player by the display of a Yellow Card in accordance with the provision of Law 12 of the FIFA Laws of the Game and related official guidance from USSF.

II. INTRODUCTION

The Code (i) outlines the adjudication process for handling any and all Infractions of Rules and Policies, and (ii) provides the process by which disciplinary decisions are made in connection with any and all Infractions. Each Participant is bound by this Code.

a. Jurisdiction and Scope

The Disciplinary Bodies or Discipline Review Panels charged with authority in this Code shall have jurisdiction over all matters relating to any conduct or occurrence during a Match or relating to a violation of the Rules and Policies. Moreover, Operator and PDev retain absolute discretion to address and issue Sanctions for any conduct detrimental to the integrity and public confidence in Operator, MLS, PDev, or their affiliates, regardless of whether such conduct occurs in relation to an MLS NEXT Academy Division Event. Such conduct includes, but is not limited to, conduct that is illegal, violent, dangerous, irresponsible, discriminatory, or any other conduct that undercuts public respect and support for the sport of soccer and/or Operator, MLS, PDev, or their affiliates.

Notwithstanding the foregoing, the U.S. Center for SafeSport (the "Center") has exclusive jurisdiction over allegations of sexual misconduct or sexual abuse by persons affiliated with certain organizations within its jurisdiction, which in most cases, if not all, includes Coaches and certain other Adult Participants, Club Representatives, or Program Staff. The Center retains exclusive jurisdiction over allegations of sexual misconduct or sexual abuse by persons affiliated with certain organizations within its jurisdiction (*see* Section IV) and can issue Sanctions up to and including a Lifetime Ban from all MLS NEXT Academy Division Events.

Each Disciplinary Body or Discipline Review Panel will exercise jurisdiction over any claim or report that is not within the exclusive jurisdiction[1] of the Center, but note that submission of a claim to the Center does not divest Operator of jurisdiction over the Infraction after the Center has reviewed.

b. Subject Matter Jurisdiction.

This Code governs every subject to which the text or the meaning of its provisions refers. If there are any omissions in this Code, Operator and PDev will decide upon the appropriate rules, subject to the USSF Bylaws. This Code applies to every Match and MLS NEXT Academy Division Competition. The following are subject to this Code:

- Clubs;
- Club Representatives;
- Players;

[1] Matters within the Center's exclusive jurisdiction include, but are not limited to, allegations of sexual misconduct, criminal allegations involving Child Abuse or sexual conduct, or "Other Inappropriate Conduct" as defined in the SafeSport Code. The Center also retains discretionary jurisdiction to investigate and resolve allegations of SafeSport violations. The Center is responsible for resolving all cases in which it exercises its jurisdiction in the first instance. Operator reserves the right to review the alleged Infraction after the Center has reviewed.

- Match Officials; and
- Participants (including, but not limited to, Player parents and legal guardians, and spectators).

Adults authorized directly by Operator or the Clubs to interact with amateur athletes are generally subject to the personal jurisdiction of the Center.

III. SCOPE OF AUTHORITY

Unless otherwise specified, Infractions are punishable regardless of whether they have been committed with or without intention, and both the instigator and accomplice may be held equally responsible for any Infraction. Each Disciplinary Body or Discipline Review Panel may, in its sole discretion and at any stage of the investigation, any hearing and/or review, take into consideration all appropriate facts when assessing the Sanction for any Infraction and determine the extent of the mitigation as it sees fit. The Disciplinary Body or Discipline Review Panel will consider the degree of guilt of the party involved and may reduce the Sanction accordingly. Pursuant to this Code, a Disciplinary Body or Discipline Review Panel may undertake various disciplinary actions, including but not limited to, the ability to:

- Sanction any violation of the Rules and Policies;
- Sanction Serious Infractions that have escaped the Match Officials' attention;
- Rectify errors in the Match Officials' disciplinary decisions based on mistaken identity, clerical error, etc.;
- Review Red Cards, Match Official reports, etc. relating to unusual game action;
- Review Infractions or matters off the field;
- Extend or reduce the duration of a Match Suspension incurred automatically by a Send-Off; and
- Issue other Sanctions consistent with the Rules and Policies.

IV. SAFESPORT, ANTI-ABUSE AND SAFETY COMPLIANCE FRAMEWORK

The MLS NEXT Academy Division Safety and Wellbeing Policy provides rules and guidance regarding the physical and emotional protections for minors and other participants in MLS NEXT Academy Division Events. Among other protections, such Policy incorporates Public Law 115-126, Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017 (the "SafeSport Act"), as incorporated into the Ted Stevens Olympic and Amateur Sports Act (the "Ted Stevens Act"), as well as the "SafeSport Code," developed by the Center to effectuate the SafeSport Act. The investigation and adjudication of matters involving allegations or reports of sexual abuse or misconduct, or other violations of the MLS NEXT Academy Division Safety and Wellbeing Policy that involve prohibited conduct that is reasonably related to and accompanies an alleged violation involving sexualized behavior, are generally subject to the subject matter jurisdiction of the Center. Any alleged violation of the SafeSport Code or the SafeSport, Anti-Abuse, and Safety Compliance Framework will be handled as mandated by the Center. Allegations of Sexual Misconduct must be referred to the Center at https://uscenterforsafesport.org/report-a-concern/ or by calling the Center at (833) 587-7233. The Center retains exclusive jurisdiction over such allegations against most Participants, as circumscribed in the SafeSport Code.

Allegations of Sexual Misconduct must also be reported to MLS NEXT Academy Division through the following Operator email addresses: (i) reporting@east.mlsnextacademydivision.com (Carolinas, Garden State, Great Lakes North , Great Lakes South, Mid-Atlantic, New England, North, Tri-State, South, Sunshine North, Sunshine South, Virginia); (ii) reporting@heartland.mlsnextacademydivision.com (Heartland); (iii) reporting@west.mlsnextacademy division.com (Mountain, Pacific Northwest, Southern California); (iv) reporting@calnorth.mlsnextacademydivision.com (Northern California Redwood, Northern California Coast); and (v) reporting@southwest.mlsnextacademydivision.com (Desert, Pioneer).

Allegations of Sexual Misconduct may also be reported to U.S. Soccer at https://www.ussoccer.com/safeguarding/report-a-concern or by calling (312) 528-7004. Clubs agree, as a condition of MLS NEXT Academy Division participation, to cooperate with any Center investigation and to refrain from interfering with the Center's exercise of its jurisdiction. Operator may adopt any measure or remedy imposed by the Center.

There may be allegations of violations of the MLS NEXT Academy Division Safety and Wellbeing Policy which: (a) are within the discretionary authority of the Center and which the Center declines to exercise its authority or (b) over which the Center determines that it does not have jurisdiction. Operator shall have the authority to investigate any such claims of Player mistreatment or violations of the MLS NEXT Academy Division Safety and Wellbeing Policy.

Clubs shall cooperate in good faith with any review or investigation, including, but not limited to, making available any Club Representatives for interviews as may be requested, providing requested documentation or information, or submitting written reports as may be requested, and complying with any directives with regard to any interim measures imposed during the lifespan of any such review or investigation. Failure to support an independent investigation by the Center or Operator may jeopardize future MLS NEXT Academy Division participation.

In addition, Operator may, in its sole discretion, grant authority to the Club to conduct the investigation as appropriate. If a matter is referred by Operator to the Club for investigation, the Club may implement interim protective measures and shall perform such investigation diligently and in compliance with all applicable laws and shall share its conclusion and any other requested information with Operator prior to issuing a Sanction. ***The Club may impose a final Sanction only after consultation with Operator.***

Upon receipt of any report involving a potential violation of the MLS NEXT Academy Division Safety and Wellbeing Policy, Operator reserves the right to impose interim protective measures on any Participant throughout the course of any investigation by the Center or Operator. Such interim protective measures may include, but are not limited to: (a) suspension from all MLS NEXT Academy Division Events and Club activities during the pendency of the investigation; (b) prohibition from contact with Players; (c) additional education; (d) a request to develop, audit, review, or update relevant Club policies; and (e) any other interim protective measure that Operator determines to be appropriate in its sole discretion. Such interim protective measures are not subject to appeal.

Please be aware that reporting any matter to Operator, the Center, or USSF will not satisfy the Club's (or any Adult's) mandatory Child Abuse reporting obligations under federal law, which require reports be made to a local law enforcement agency within 24 hours of becoming aware of the issue.

V. ALL OTHER DISCIPLINARY MATTERS

Any Infraction will be handled as provided below, except to the extent that the Center decides to exercise jurisdiction over the matter, or for which disciplinary procedures and consequences are more specifically addressed in the MLS NEXT Academy Division Safety and Wellbeing Policy. The processes described in this Section are not exclusive of the Clubs' disciplinary authority, meaning that Clubs are permitted to issue their own discipline for Infractions as well. Clubs must report to Operator discipline imposed on any Participant because of violations of the MLS NEXT Academy Division Safety and Wellbeing Policy.

a. Commencement of Proceedings and Process

Any Participant shall report conduct that the Participant considers incompatible with the Rules and Policies to the Operator, including Program Staff through the following Operator email addresses: (i) reporting@east.mlsnextacademydivision.com (Carolinas, Garden State, Great Lakes North , Great Lakes South, Mid-Atlantic, New England, North, Tri-State, South, Sunshine North, Sunshine South, Virginia); (ii) reporting@heartland.mlsnextacademydivision.com (Heartland); (iii) reporting@west.mlsnextacademy division.com (Mountain, Pacific Northwest, Southern California); (iv) reporting@calnorth.mlsnextacademydivision.com (Northern California Redwood, Northern California Coast); and (v) reporting@southwest.mlsnextacademydivision.com (Desert, Pioneer). Such reports should include the nature and background of the claim, including the involved Participants. Operator prohibits retaliation against individuals raising good faith concerns. Match Officials must also report suspected violations that have come to their attention.

The members of the Disciplinary Bodies or the Discipline Review Panel shall make every reasonable effort to ensure that information disclosed to them during the course of their duty remains confidential, including, but not limited to, the facts of the case, contents of the deliberations, and decisions made. While information related to the facts of any case may necessarily be disclosed in furtherance of the investigation, only the contents of final decisions already notified to the addressees may be made public.

b. Disciplinary Body

A Disciplinary Body, such as Program Staff, is available in the first instance to review certain alleged Infractions and issue Sanctions. A Disciplinary Body shall carry out any necessary preliminary review of these alleged Infractions. Such Infractions include, but are not limited to, Red Cards issued following Matches, as well as Match Official reports detailing any unusual or Serious Infractions or matters outside of Match action, in order to rectify errors in Match Officials' disciplinary decisions to Sanction Serious Infractions that have escaped the Match Officials' attention, to address Roster issues, to extend the duration of a Match Suspension incurred

automatically by a Send-Off, and to take any other disciplinary action as Operator deems appropriate.

A Disciplinary Body may request the appointment of a Discipline Review Panel where a unique issue is presented for which there is no precedent such as novel claims of discrimination based on protected class status or for any other allegation where a Disciplinary Body reasonably believes that the potential Sanction may exceed a five (5) Match Suspension. A Disciplinary Body has the authority to issue Sanctions that do not exceed a five (5) Match Suspension or Fines that do not exceed $5,000 against a Club.

i. Evidence

Any type of evidence may be proffered in support of any Infraction. In its sole discretion, a Disciplinary Body may reject evidence that the Disciplinary Body reasonably believes does not serve to establish relevant facts. The following is a non-exhaustive list of admissible evidence: reports from any Match Official; declarations from the parties and witnesses; expert opinions; audio or video recordings;[2] and any other evidence that has probative value. A Disciplinary Body shall, in its review, have absolute discretion regarding what constitutes sufficient proof of an Infraction. For example, a Disciplinary Body may take account of the parties' attitudes or credibility during interviews, including the manner in which they cooperate with the Disciplinary Body. Each Disciplinary Body will decide the validity of the evidence before it.

ii. Notice of Sanction by Disciplinary Body

A Disciplinary Body must provide notice of any Sanction determination by email or registered letter. Decisions communicated by email and/or registered letter shall be legally binding and come into force as soon as they are communicated to the parties.

iii. Non-Appealability of Sanctions by Disciplinary Body

No party can appeal a Sanction by a Disciplinary Body.

iv. Reviews

A review may be requested after a binding, non-appealable decision has been issued if a party discovers facts or evidence that would likely have resulted in a more favorable decision and that, even with due diligence, could not have been discovered sooner. A request for review shall be made within ten (10) days of discovering the reasons for review, provided that the request is made within the limitations period detailed in the next sentence. The limitation period for submitting a request for review is one (1) year after the enforcement of the decision. Following this time period, all decisions are final.

[2] Note that in the event video evidence is available, a Disciplinary Body shall request and consider that evidence, including in determining appropriate Sanctions, where applicable.

c. Discipline Review Panel

A Discipline Review Panel is a panel comprised of five representatives appointed by the Operator or a designee. Such individuals are charged with resolving incidents of alleged Infractions that are referred to the Discipline Review Panel by a Disciplinary Body. Individuals that serve on a particular Discipline Review Panel must not have been involved in any way with the issue under review.

i. Authority of Discipline Review Panel

The Discipline Review Panel has the authority to decide any disciplinary matter and issue Sanctions. The Discipline Review Panel must review any disciplinary matter where a Sanction may exceed a five (5) Match Suspension, include a Transfer Ban, Removal, or Fines in excess of $5,000 on a Club. Any Participant has the right to a formal hearing **only** if the potential Sanction imposed by the Discipline Review Panel may exceed a five (5) Match Suspension, a Transfer Ban, Removal, or a Fine in excess of $5,000 on a Club.

ii. Preliminary Investigation on Behalf of the Discipline Review Panel

The Disciplinary Body (or a designee of the Discipline Review Panel ("the Designee")) will perform the initial investigation of the alleged Infractions. The investigation by the Disciplinary Body or the Designee may include any evidence discussed in Section V(b)(i). At the conclusion of the investigation, the Disciplinary Body or the Designee shall present a summary of the preliminary factual findings to the Discipline Review Panel. Based on the information presented by the Disciplinary Body or the Designee, the Discipline Review Panel shall issue either a (1) Sanction decision, or (2) Notice of Infraction, as set forth in subsection V(c)(iii), below.

If the Discipline Review Panel requires additional information, then the Disciplinary Body or the Designee will continue the investigation until the Discipline Review Panel has sufficient information to issue a decision.

iii. Decision by The Discipline Review Panel

If, after the investigation, the Discipline Review Panel determines that the alleged Infraction is subject to a Sanction of less than a five (5) Match Suspension or a Fine of less than $5,000 on a Club, then the Discipline Review Panel must provide written notice of this decision to the accused party or parties. This Sanction will then become a non-appealable final Sanction decision.

If, after the investigation, the Discipline Review Panel determines that the alleged Infraction may result in a Sanction that exceeds a five (5) Match Suspension, a Transfer Ban, Removal, or a Fine in excess of $5,000 on a Club, the Discipline Review Panel must draft a Notice of Infraction to inform the accused party or parties of the alleged Infraction(s).

The Notice of Infraction must include: (1) the identity of the person/persons accused; (2) a description of the allegations and the behavior that forms the bases of the alleged violation(s); (3) the possible consequences if the allegations are found to be true; (4) notice to the accused that

he/she/they has a right to request a hearing; (5) the procedural rules that will apply at any requested hearing; and (6) the timeline for a decision.

iv. Hearing

Unless otherwise provided for in this Code or the MLS NEXT Academy Division Rules and Regulations, USSF Bylaw 701 and Policy 701-1 shall apply to all hearings conducted by a Discipline Review Panel. In the unlikely event that a member of a Discipline Review Panel has an interest in the matter before a Discipline Review Panel, Operator may appoint an impartial replacement member in its sole and absolute discretion. These hearings may take place in person, by phone, or by other means. Only the contents of the Notice of Infraction already provided to the addressee may be made public. If the Discipline Review Panel holds a hearing, the hearing must provide for the following:

- The right to be assisted in the presentation of one's case (the person giving assistance does not have to be an attorney);
- The right to all the evidence that the Discipline Review Panel will consider in reaching a Sanction decision;
- The right to present oral, video, or written evidence;
- The right to have a record made of the hearing;
- The right to call witnesses (while a party has a right to "call witnesses," these hearings do not take place in a court of law, and there is no way to mandate that a certain witness appears at the hearing. If a witness refuses to appear, and a party thus has no opportunity to question the witness, this does not mean that the party was denied due process. In addition, the Discipline Review Panel has the right to limit the number of witnesses who may testify at its sole discretion);
- The right to confront witnesses, including the right to be provided in advance with the identity of any witnesses who plan to appear at the hearing (while a party to a hearing has the right to confront witnesses that appear at the hearing, this does not apply to witnesses who do not appear at the hearing. For example, if a witness submits a letter, but refuses (or is unable) to appear at the hearing, the Panel may consider the letter even though the witness was not "confronted");
- Notice of any substantive or material action made by the Discipline Review Panel in the course of the proceeding (e.g., if the Panel decides that it needs to consider a new witness or needs additional argument, the Panel should notify the parties); and
- A Written Decision, with the reasons for the decision, based solely on the evidence of record.

v. Information Provided by the Parties

The parties may include any Participant, Program Staff, or anyone who reported, witnessed, or otherwise has information related to the alleged conduct. The parties before the Discipline Review Panel must comply with requests for information from the Discipline Review Panel. If a party is dilatory in responding, the Discipline Review Panel may, after warning the party, impose a Sanction. If the party fails to comply, especially if it ignores the stipulated time limits, the Discipline Review Panel may reach a decision on the case using the available information in its possession.

vi. Time Limits

Time limits for investigations, hearings, and reviews conducted by the Discipline Review Panel will be set by the Discipline Review Panel. If the last day of the time limit coincides with a weekend or public holiday, the time limit will expire on the next day that is not a weekend or public holiday.

vii. Right to be Heard

The parties in a hearing before a Discipline Review Panel will have the opportunity to be heard before a final decision is made as to any Sanctions, including presenting any arguments. They may, in particular: (a) request all the evidence the Panel will consider; (b) present their argument in fact and in law; and (c) produce any additional evidence necessary for their defense. The opportunity to be heard may be restricted in exceptional circumstances in Operator's sole discretion, such as when confidential matters need to be safeguarded.

viii. Evidence

The Discipline Review Panel may consider all the evidence identified in Section V(b)(i). The Discipline Review Panel will decide the Sanction based on all the evidence presented and reviewed. In the event video evidence is available, the Discipline Review Panel shall request and use the evidence.

ix. Language Used in Proceedings

The language used in proceedings will be English. If the primary language of a person concerned is not English, the person concerned is permitted to engage a translator for the purposes of the hearing, and will be responsible, at their own expense, for any such translation services.

x. Deliberations

A Discipline Review Panel shall deliberate outside the presence of the parties if a hearing is conducted. A Discipline Review Panel may choose to engage in deliberations by phone conference or other similar method.

xi. Decisions

As set forth above in Section (V)(c)(iii), the Discipline Review Panel must provide written notice to the accused parties where a Sanction does not exceed a five (5) Match Suspension or a Fine less than $5,000 on a Club. In such circumstances, the notice shall be provided by email or registered letter, and the Sanctions shall be legally binding and come into force as soon as they are communicated.

The Discipline Review Panel must issue a Written Decision where a Sanction exceeds a five (5) Match Suspension, includes a Transfer Ban, Removal or a Fine in excess of $5,000 on a Club. The Written Decision shall contain: (a) the composition of a Discipline Review Panel; (b) the names of the accused parties; (c) a summary of the facts; (d) the rationale for the decision; (e) the provisions on which the decision was based; (f) the terms of the decision; and (g) notice of the channels for appeal. All accused parties must be notified of the Written Decision.

Written Decisions, Sanctions, Notices of Infraction, and other documents intended for Players, Clubs, Club Representatives, and Match Officials may be addressed to the Club concerned. In such an instance, the Club must promptly forward the documents to the accused parties concerned within four (4) days. Following this four (4)-day period, the accused parties will be considered to be on notice of such documents and/or decisions.

PDev reserves absolute discretion to review any Written Decision that imposes Removal of a Club prior to issuance and reserves ultimate authority to determine any such Removal.

xii. Notice of Appeal

A party intending to appeal must inform the Program Staff of any intention to appeal within one (1) business day of the notification of the decision. Reasons for the appeal must be given in writing within seven (7) days of the notice of appeal. A party wishing to lodge an appeal shall submit an appeal fee of $500 to Operator within seven (7) days of receipt of the decision. The seven-day period begins to run immediately after the one (1) business day notification period. Any appeal will be rejected for failure to comply with these requirements, unless the appealing party shows good cause for failure to comply. If a party does not appeal, Operator will discard any video or audio recording of the hearing within twenty-one (21) days of the notice to appeal period.

xiii. Appeals from Discipline Review Panel Decisions

A Sanctioned party (or other interested party) can only appeal a Sanction by the Discipline Review Panel if the Sanction exceeds a five (5) Match Suspension, includes a Transfer Ban, Removal, or Fines in excess of $5,000 on a Club. Such appeal will be reviewed by Operator (or, in their sole and absolute discretion, a designee who is not an employee of Operator or on the Discipline Review Panel) based on the record and any subsequent submissions by the parties. The appeal does not have a suspensive effect except with regard to Fines. Operator (or their designee) will promptly send written notice of their decision to the parties.

Pursuant to USSF Bylaw 704, all decisions from Operator (or their designee) denying a party the right participate in MLS Next Academy Division, as defined by USSF, can be appealed

to USSF. All other decisions from Operator (or their designee) are final, binding and not appealable except where provided by law.

VI. DISCIPLINE FOR ON-FIELD CONDUCT

a. Caution

Two Cautions received during the same Match incur a Send-Off.

Players. If a Player receives a Caution in eight (8) separate Matches of the same MLS NEXT Academy Division Competition, the Player is automatically suspended from the Club's next Fixture, regardless of location. If a Player receives a Caution in ten (10) separate Matches of the same MLS NEXT Academy Division Competition, the Player is automatically suspended from the Club's next two (2) Fixtures, regardless of location. If a Player receives a Caution in twelve (12) separate Matches of the same MLS NEXT Academy Division Competition, the Player is automatically suspended from the Club's next three (3) Fixtures, regardless of location.

Coaches/Staff Members. If a Coach or Staff Member receives a Caution in three (3) separate Matches of the same MLS NEXT Academy Division Competition, the Coach or Staff Member is automatically suspended from the Club's next Fixture, regardless of location. If a Coach or Staff Member receives a Caution in five (5) separate Matches of the same MLS NEXT Academy Division Competition, the Coach or Staff Member is automatically suspended from the Club's next two (2) Fixtures, regardless of location. If a Coach or Staff Member receives a Caution in seven (7) separate Matches of the same MLS NEXT Academy Division Competition, the Coach or Staff Member is automatically suspended from the Club's next three (3) Fixtures, regardless of location.

If a postponed Match is to be replayed from the start, any Caution issued during that Match will not count for purposes of the replayed Match except as specified below. If the Match is not to be replayed, the Cautions received by the Team responsible for causing the Match to be abandoned are upheld; if both Teams are responsible, all Cautions are upheld. If a Player is guilty of serious unsporting behavior as defined in Law 12 of the FIFA Laws of the Match and is sent off (direct Red Card), any other Caution the Player has previously received in the same Match is upheld. Cautions received during one (1) MLS NEXT Academy Division Competition year are not carried over to another MLS NEXT Academy Division Competition year or from the Regular Season to the MLS NEXT Cup. Operator may depart from this rule in exceptional circumstances.

b. Send-Off

The Red Card is regarded as direct if it is the result of serious unsporting behavior as defined by Law 12 of the FIFA Laws of the Game; it is regarded as indirect if it is the result of an accumulation of two Yellow Cards. In the event any Player receives a Red Card, the Player's Club is required to continue play with one fewer eligible Player on the field. A Send-Off automatically incurs a Match Suspension for the remainder of the Fixture date, and for a minimum of the subsequent Fixture date, even if imposed in a Match that is later abandoned and/or annulled. Any reviewing Disciplinary Body may extend the duration of the Match Suspension. Subsequent Red Card violations during the Season may result in increased Match Suspensions. A non-egregious Red Card received during one (1) MLS NEXT Academy Division Competition year is not carried

over to another MLS NEXT Academy Division Competition year. Operator may depart from this rule in exceptional circumstances.

c. Minimum Sanctions Applicable to Send-Offs/Red Cards

The overall Match Suspension imposed on any person receiving a direct Red Card, including the automatic Match Suspension incurred, shall be for:

i. At least one (1) Fixture date for denying the opposing Team a clear goal-scoring opportunity (particularly by deliberately handling the ball);

ii. At least one (1) Fixture date for serious foul play or violent conduct. Subsequent serious foul play or violent conduct offenses during the Season will result in increased Match Suspensions: at least two (2) Matches for the second offense, at least three (3) Matches for the third offense, at least four (4) Matches for the fourth offense, at least five (5) Matches for fifth offense, and the remainder of the Season for the sixth Red Card received for serious foul play or violent conduct during the Season;

iii. At least one (1) Fixture date for unsporting conduct towards an opponent or a person other than a Match Official;

iv. At least one (1) Fixture date for offensive or abusive language towards a Match Official;

v. At least three (3) Fixture dates for making racist or discriminatory remarks at or about an opponent or any other person, as well as additional training that may be required by a Disciplinary Body;

vi. At least three (3) Fixture dates for spitting on a person;

vii. At least five (5) Fixtures dates for throwing a punch.

d. Sanctions for Other On-Field Misconduct

Sanctions for other on-field misconduct that violates the MLS NEXT Academy Division Safety & Wellbeing Policy shall be determined Operator in its discretion, except shall always include the following:

Players. A Player who engages in discriminatory conduct towards another Player, Coach, Match Official, or spectator—including, but not limited to the use of any Banned Term—during an MLS NEXT Academy Division Event—and was not given a Red Card during the MLS NEXT Academy Division Event—will be subject to a minimum three-Match suspension, as well as any additional training that may be required by a Disciplinary Body.

Academy Director or Coach. Any Academy Director or Coach who engages in discriminatory abuse of a Player, Coach, Match Official, or spectator—including, but not limited to the use of any Banned Term—during an MLS NEXT Academy Division Event shall be subject

to a ban of up to **6 months for the 1st incident** and will be required to complete an MLS NEXT Academy Division approved anti-discrimination course. Operator, at its sole discretion, may increase the suspension depending on extenuating circumstances.

- Any Academy Director or Coach who is found to have engaged in discriminatory conduct and suspended as a result of their conduct may appeal their suspension pursuant to the appeal process described in Section V(c)(xiii).

Spectators. Any MLS NEXT Academy Division spectator who engages in discriminatory abuse of a Player, Coach, Match Official, or other spectator—including, but not limited to the use of any Banned Term—during an MLS NEXT Academy Division Event will face a ban of up to **6 months for the 1st incident** and up to a one-year ban for any incident thereafter from all MLS NEXT Academy Division Events. Operator, at its sole discretion, may increase the suspension depending on extenuating circumstances.

- Any spectator who engages in violent conduct towards a Player, Coach, Match Official, other spectator, or any other Participant during an MLS NEXT Academy Division Event will be sanctioned with a ban from MLS NEXT Academy Division Events, including the potential of a permanent ban.

Match Officials. Any Match Official who engages in or witnesses an instance of discrimination in competition—including, but not limited to, witnessing the use of any Banned Term—and willfully does not report it, will be suspended from MLS NEXT Academy Division program activities **for up to 6 months**. Operator, at its sole discretion, may increase the suspension depending on extenuating circumstances. Reporting is defined as recording in the Match Report or calling Program Staff.

- Any Match Official who is found to have engaged in discriminatory conduct and suspended as a result of their conduct may appeal their suspension pursuant to the appeal process described in Section V(c)(xiii).

Clubs. Any Club that is aware of sanctionable on-field conduct and does not report within 72 hours or attempts to hide the conduct may be fined up to $1,000.

- Operator reserves the right to institute a greater or lesser sanction based on the facts and circumstances of individual Clubs and cases.

VII. DISCIPLINE FOR OFF-FIELD MISCONDUCT

a. Investigations of Off-Field Misconduct

Operator and PDev retain the absolute discretion to address and issue Sanctions for any conduct detrimental to the integrity and public confidence in Operator, PDev, MLS, or their affiliates, regardless of whether such conduct occurs in relation to an MLS NEXT Academy Division Event. Such conduct includes, but is not limited to, conduct that is illegal, violent, dangerous, irresponsible, discriminatory, or any other conduct that undercuts public respect and support for the sport of soccer and/or Operator, PDev, MLS, or their affiliates.

Operator reserves the right to investigate any reports it receives that include allegations of sanctionable off-field misconduct in violation of the MLS NEXT Academy Division Safety and Wellbeing Policy or any applicable laws. Operator will investigate reports pursuant to the procedures discussed in Sections IV. and V.

b. Sanctions for Off-Field Misconduct

Sanctions for off-field misconduct in violation of the MLS NEXT Academy Division Safety & Wellbeing Policy shall be determined by Operator in its discretion, except shall always include the following:

Players. A Player who engages in off-field discriminatory conduct shall be subject to a minimum three-Match suspension, as well as any additional training that may be required by a Disciplinary Body. Operator, at its sole discretion, may decrease the suspension depending on extenuating circumstances in extraordinary circumstances.

Academy Director or Coach. Any Academy Director or Coach who engages in off-field discriminatory conduct in connection with any MLS NEXT Academy Division activity will face a ban of **up to 6 months for the 1st incident** and will be required to complete an MLS NEXT Academy Division approved anti-discrimination course. Operator, at its sole discretion, may increase the suspension depending on extenuating circumstances.

- Any Academy Director or Coach who is found to have engaged in discriminatory conduct and suspended as a result of their conduct may appeal their suspension pursuant to the appeal process described in Section V(c)(xiii).

Clubs. Any Club that is aware of sanctionable off-field conduct in connection with any MLS NEXT Academy Division activity and does not report within 72 hours or attempts to hide a racial/discriminatory incident may be fined up to $1,000.

- MLS NEXT Academy Division reserves the right to institute a greater or lesser sanction based on facts and circumstances of individual Clubs and cases.

VIII. SANCTIONS

a. Available Sanctions

The Sanctions available pursuant to this Code include, but are not limited to:

- Annulment of the Result of a Match (only applicable against Clubs);
- Ban from Entering a Facility;
- Ban from Locker Rooms;
- Ban from Substitute Bench;
- Ban on Activity;
- Ban on Playing in a Particular Facility;
- Deduction of Points (only applicable against Clubs);
- Dismissal;

- Exclusion from an MLS NEXT Academy Division Competition;
- Fine;
- Forfeit (only applicable against Clubs);
- Lifetime Ban;
- Match Suspension;
- Playing a Match on Neutral Territory (only applicable against Clubs);
- Playing a Match Without Spectators (only applicable against Clubs);
- Red Card (Send-Off);
- Removal;
- Training (sensitivity, positive coaching, etc.);
- Transfer Ban (only applicable against Clubs);
- Temporary Suspension;
- Warning;
- Written Reprimand; and
- Yellow Card.

Operator reserves the right to issue any other Sanction reasonably recommended by a Disciplinary Body. Unless otherwise specified, the Sanctions provided for in this Code may be combined. The Clubs may bear the financial costs of any training mandated as a result of any rule violation.

b. Match Suspensions

Unless otherwise specified, Match Suspensions may not exceed twenty-four (24) Matches or twenty-four (24) months. If a Match Suspension is to be served in terms of Matches, only those Matches played by the Team count towards fulfillment of the Match Suspension(s). If a Match in which a Player or Match Official was suspended is rescheduled, Program Staff will determine the date(s) of the Match Suspension(s) based on the change in schedule.

If a Match Suspension is combined with a Fine, the Match Suspension may be prolonged until the Fine has been paid in full. As a general rule, every Match Suspension (of Players and other persons) is carried over from one (1) round to the next in the same MLS NEXT Academy Division Competition. Match Suspensions in relation to a Send-Off of a Player or person outside of an MLS NEXT Academy Division Competition (e.g., separate Matches) or not served during the MLS NEXT Academy Division Competition for which they were intended (elimination or the last Match in the MLS NEXT Academy Division Competition) are carried over as follows: (i) Regular Season: carried over to the representative Team's subsequent official Match; (ii) MLS NEXT Cup: carried over to the representative Team's subsequent official Match. Match Suspensions resulting from Yellow Card accumulation issued to a Player in different Matches of the same MLS NEXT Academy Division Competition are never carried over to another MLS NEXT Academy Division Competition. Any Send-Off or Dismissal taking place in a Team's final Match of a Season will result in the Match Suspension being carried over to the subsequent Season.

c. General Rules Regarding Sanctions

The Disciplinary Body or Discipline Review Panel pronouncing the Sanction decides the scope and duration of such Sanction. Sanctions may be limited to a geographical area or to one or more specific categories of Match or MLS NEXT Academy Division Competition. A Disciplinary Body or Discipline Review Panel shall consider all relevant factors in the case when imposing the Sanction, including:

i. Repeated Infractions – Unless otherwise specified, a Disciplinary Body may increase the Sanction if an Infraction has been repeated, or if a Participant has multiple Infractions.

ii. Concurrent Infractions – If several Fines are levied against a Club as a result of one or more Infraction, the relevant Disciplinary Body bases the Fine on the most serious offense committed.

iii. Limit on Sanctions – With the exception of a Lifetime Ban, unless there are extraordinary circumstances, Sanctions shall last no more than two (2) years. The limitation period begins on the day on which the decision comes into force.

d. Fines

In all cases, a Fine may also be imposed against the Participant for any of the above-referenced Infractions.

The Disciplinary Body or Discipline Review Panel that imposes the Fine decides the terms and time limits for payment. Any Club involved will be liable for Fines imposed because of the conduct of any Club Representative. The fact that a natural person has left a Club does not cancel joint liability. The fact that a Club ceases to be an MLS NEXT Academy Division Member after the conduct at issue occurred does not cancel out joint liability so long as the Club was a Member when the conduct at issue occurred.

e. Sanctions for Clubs with Multiple Offenses

Any Club that is found to have committed multiple offenses involving racial/discriminatory conduct in connection with any MLS NEXT Academy Division activity shall be subject to additional Sanctions at the discretion of Operator.

Any Club with four confirmed instances of on-field or off-field racial/discriminatory conduct in connection with any MLS NEXT Academy Division activity within a Season—regardless of time span—may be required to undergo a review by MLS NEXT Academy Division before participating in another MLS NEXT Academy Division Event.

For the Sanctions in this Section, the incidents of racial/discriminatory conduct shall reset at the conclusion of the Season.

f. Records of Sanctions

Records of Cautions, Send-Offs, and Match Suspensions will be maintained by Operator. When necessary, Operator will update Clubs of Match Suspensions in writing. These updates serve only as confirmation; Cautions, Send-Offs, and automatic Match Suspensions have an immediate effect on subsequent Matches, regardless of whether the information from the Match report has been uploaded, verified, or cataloged on the official MLS NEXT Academy Division website or any other location as designated by Operator. It is the responsibility of the Club to uphold all Match Suspensions regardless of confirmation from Operator.

IX. STANDARDS FOR CLUB REPRESENTATIVES

This Code is intended to provide standards for all Club Representatives. Any violation of these standards may result in Sanctions and impact a Club Representative's eligibility to participate in MLS NEXT Academy Division:

a. General Principles

Competence: Club Representatives shall maintain high standards of work, recognize boundaries, competencies, and limitations of expertise, and provide services for which they are qualified. Club Representatives shall also maintain any necessary and up-to-date certifications in connection with their duties while participating in MLS NEXT Academy Division Events or Competitions. If it is determined that a Club Representative failed to maintain these certifications, then such Coach or Club Representative may incur Sanctions, including, but not limited to, a suspension from MLS NEXT Academy Division.

Integrity: Club Representatives shall promote integrity in the practice of coaching and Club administration through honesty and respect. Coaches and Club Representatives should function appropriately in accordance with their roles within MLS NEXT Academy Division or a Club and never participate in actions, conduct and/or relationships that would be considered to be improper and/or harmful.

Professional Responsibility: Club Representatives shall ensure that they understand their professional roles and obligations, shall conduct themselves appropriately in accordance with the highest standards in their execution of any of their Club obligations, and shall adapt their methods to the needs of different Players.

Avoiding Conflicts of Interest: Club Representatives should avoid pursuing a personal, business, financial or other interest, activity or relationship outside or inside MLS NEXT Academy Division that is, or might be perceived to be, in conflict with MLS NEXT Academy Division's interests in a material manner. Any material transaction or relationship that might give rise to an actual or perceived conflict of interest should be discussed with Operator.

Financial Disclosures: Club Representatives shall: (i) specify financial and billing arrangements as early as possible in the professional relationship between Players and the Club; (ii) not exploit Players and their families; (iii) remain at all times in compliance with all applicable laws; and (iv) not misrepresent fees (including, but not limited to, registration fees, travel fees, ancillary costs, etc.) associated with a Club's MLS NEXT Academy Division participation.

Sponsorships: Club Representatives must refrain from aligning a Club to, or engaging a Club in, any sponsorship or other activity or association, be it personal, financial, social, organizational, or political, that might lead to misuse of their influence in their professional capacity as a role model for Players. Club Representatives shall not endorse on behalf of a Club, any organization or group that disrespects others based on Protected Status.

Solicitation: Club Representatives shall not engage, directly or through others, in uninvited in-person solicitation of business from actual or potential Players, potential sponsors, or other individuals in connection with any MLS NEXT Academy Division Competition, Event, Pre-Season, Post-Season, or Regular Season.

Public Statements: Club Representatives shall not make public statements that are false, deceptive, misleading, fraudulent, or that violate this Policy, or any of the Rules and Policies. Further, Club Representatives shall not make any public statements on behalf of MLS NEXT Academy Division without prior authorization.

b. Coaching Standards

Training Methods: Coaches shall provide services within the boundaries of their competence. New techniques shall only be implemented after a Coach has received appropriate training in such techniques. Coaches shall take reasonable steps in emerging areas in which generally recognized standards for preparatory training do not yet exist. If it is determined that a Coach deliberately provided false information to MLS NEXT Academy Division about their training for specific techniques and emerging areas, then that Coach and their staff may be subject to suspension from MLS NEXT Academy Division Events and Competitions.

Power Imbalance: Coaches must recognize the power they hold over Players and therefore shall avoid engaging in demeaning conduct or any other conduct that could significantly affect the emotional well-being of a Player. Such actions include, but are not limited to, using untoward language, such as curse words, and demeaning a Player for reasons unrelated to the sport in front of other Players.

Communications: Coaches should establish an appropriate process for providing feedback to Players. Such evaluation shall be based on the actual performance of relevant and established program requirements. Coaches must perform evaluations and Team selections in a professional manner. The assessment, recommendation reports, or evaluative statements used to select Team members shall be based on information and techniques sufficient to provide appropriate substantiation for their findings. When engaged in coaching, Coaches shall present information accurately and with a reasonable degree of objectivity.

Avoiding Conflicts of Interest: Coaches shall not accept any gifts, meals, or other forms of compensation in connection with selecting the Players for their Team. If it is found to be true that a Coach engaged in such conduct, then that Coach and their staff may be subject to serious and significant Sanctions, including, but not limited to, a Lifetime Ban from MLS NEXT Academy Division.

Roster Decisions: Coaches shall communicate honestly and openly with all Players, parents, and other stakeholders about Club operations and with a Player and their parents/guardians

about Player/Roster decisions involving that Player. Coaches will make reasonable efforts to communicate and to avoid apparent misunderstandings about training.

X. INAPPROPRIATE CONDUCT

MLS NEXT Academy Division will not tolerate any conduct that it believes to be inappropriate, and, in accordance with this Code, will impose Sanctions on offending Clubs and other Participants for any such conduct. Such conduct includes, but is not limited to:

i. Misconduct Against Match Officials

Misconduct toward Match Officials is expressly prohibited, by U.S. Soccer Policy 531-9, available at: www.ussoccer.com/about/governance/bylaws. In the event of misconduct against a Match Official, Sanctions may be imposed against the offending Participant.

Furthermore, a particular note is required regarding Match Officials who are also minors. Youth referees are trained Match Officials, and many are experienced players, but they are minors nonetheless and are therefore entitled to all of the protections extended to athletes by the SafeSport Code, the MLS NEXT Academy Division Safety and Wellbeing Policy, and this Code.

Without limiting the foregoing, each Club and all Club Representatives are responsible for ensuring a safe environment for youth referees. Wherever an MLS NEXT Academy Division rule includes protections for athletes, they should also be read as protecting youth referees as well.

ii. Brawls

Anyone involved in a brawl may be Sanctioned. Anyone who has tried merely to prevent a fight, shield others, or separate those involved in a brawl is not subject to punishment. If, in the case of violence, it is not possible to identify the perpetrator(s), Operator may Sanction the Club to which the aggressors belong.

iii. Team Misconduct

The following constitutes misconduct by a Team and may be Sanctioned by a Fine:

- When four (4) Players are cautioned (receive Yellow Cards) during one Match;
- When three (3) Players are sent off (receive Red Cards) during one Match; and
- When several Players together make threats or show force against a Match Official.

iv. Corruption

Match fixing, betting, or gambling of any kind on Matches is strictly prohibited. Anyone who offers, promises, or grants an unjustified advantage to a Club, a Match Official, a Player, or a Club Representative on behalf of themself or a third party in an attempt to entice them to violate any of the Rules and Policies will be Sanctioned in accordance with this Code. Passive corruption (soliciting, being promised, or accepting an unjustified advantage) will be Sanctioned in the same manner. In serious cases or in the cases of repetition, a Lifetime Ban may be imposed.

v. Performance of Coaching/Staff Duties While Under the Influence of Non-Prescription Drugs or Alcohol

Any individual who performs their coaching/Club staff duties under the influence of non-prescription drugs or alcohol or experiencing the after-effects of such consumption in a manner that is reasonably perceived to affect their ability to perform their professional function, shall be Sanctioned in accordance with this Code.

vi. Failure to Respect Decisions

Failure to respect and abide by a decision of a Disciplinary Body constitutes Improper Conduct and may constitute an Infraction leading to additional Sanctions.

vii. Failure to Make Required Payments

Anyone who fails to pay a Club, an assigned Match Official and/or Operator a sum of money in full or part, where such sum is related to MLS NEXT Academy Division activity, even though instructed to do so by a Disciplinary Body of MLS NEXT Academy Division, or anyone who fails to comply with another decision passed by a Disciplinary Body of MLS NEXT Academy Division: (1) may be Fined for failing to comply with a decision; (2) may be granted a final deadline by a Disciplinary Body of MLS NEXT Academy Division by which to pay the amount due or to comply with the (non-financial) decision; or (3) (*only for Clubs*) may be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, the Club may experience a Deduction of Points or the Club may be Removed from MLS NEXT Academy Division, and a Transfer Ban may also be issued. If the Club's Sanction involves a Deduction of Points, such points deducted shall be proportionate to the amount owed. A Ban on any MLS NEXT Academy Division-related activity may also be imposed against any Participant.

XI. CLUB RESPONSIBILITY IN IMPLEMENTING THIS CODE

Clubs that organize Matches shall abide by, implement, and ensure compliance with all Rules and Policies and all safety directives provided by MLS NEXT Academy Division. Any Club that fails to fulfill its obligations under the Rules and Policies may be Fined or subject to other Sanctions. In the case of a Serious Infraction, additional Sanctions may be imposed up to and including Removal from MLS NEXT Academy Division.

Each Club may be held responsible for any and all Infractions among its spectators, Players, Club Representatives, and other affiliated Participants, regardless of the question of culpable conduct or culpable oversight, and, depending on the situation, may be Fined. Further Sanctions may be imposed in the case of serious disturbances.