

TIER 1 MEMBERSHIP AGREEMENT FORM

Thank you for being a part of Vancouver Whitecaps FC (“Whitecaps FC”) for 2021! We hope you’re as excited as we are for the season. VWFCLP is proud to offer its Tier 1 Members the below Tier 1 Membership benefits for each annual soccer season from January 1 to December 31 (each a “Season”).

Below, you will also find your Whitecaps FC Tier 1 'Caps Club Membership (“Tier 1 Membership”) terms and conditions (this “Agreement”). By enrolling in a Tier 1 Membership, you agree to the following terms and conditions. Your breach of any of the terms and conditions in this Agreement will automatically terminate the grant of license and benefits evidenced by your Tier 1 Membership. Please note that by entering into this Agreement, you are enrolling in a membership that will automatically renew each year until you opt-out of such auto-renewal. As such, please read the below carefully and if you have any questions, contact your Fan Services rep at 604.669.9283 ext. 1.

A. DEFINITIONS

In this Agreement, “VWFCLP” means the VANCOUVER WHITECAPS FC LIMITED PARTNERSHIP, being the entity that operates the professional Major League Soccer team, Whitecaps FC. “Tier 1 Member” means an individual or entity in possession of a Tier 1 Membership. “MLS” means Major League Soccer.

B. TIER 1 MEMBERSHIP BENEFITS

(Updated August 12, 2020)

Tier 1 Membership includes the following benefits for each Season:

Description	Charges
Whitecaps FC Tickets (Regular Season MLS and all Canadian Championship home matches held at BC Place Stadium). Tier 1 Membership includes a ticket for all Whitecaps FC regular season MLS home matches at BC Place Stadium (the “ MLS Matches ”) and for all home matches at BC Place Stadium for the Canadian Championship (together with the MLS Matches, the “ Regular Matches ”).	Included in Tier 1 Membership base cost
Whitecaps FC Tickets (MLS Playoff and CCL Playoff home matches). Tier 1 Membership automatically includes a ticket for all MLS playoff home matches at BC Place Stadium (the “ MLS Playoff Matches ”) and CONCACAF Champions League (“ CCL ”) playoff home matches at BC Place Stadium (together with the MLS Playoff Matches, the “ Additional Matches ”). Details regarding corresponding additional charges and opt-out are found in C.4 below.	Additional to Tier 1 Membership base cost. Additional charges will vary based on the number and type of Additional Matches. Additional Match pricing is available in attached Schedule A – Additional Match Pricing. Opt-out available.

<p>Loyalty Rewards and Experiences Program. The Loyalty Rewards and Experiences Program gives Tier 1 Members access to win exclusive prizes and rewards, first opportunity for Cascadia Cup away tickets, and any Tier 1 Member exclusive events (collectively, the “Loyalty Rewards”).</p>	<p>Included in Tier 1 Membership base cost.</p>
<p>Additional Features and Benefits. Tier 1 Members will also enjoy the following benefits for the 2021 Season:</p> <p>a. 15% off all Whitecaps FC merchandise in BC Place Stadium, and at the official team store (located at 385 Water Street, Vancouver, B.C.);</p> <p>b. Pub Partner savings (for details, please visit //www.whitecapsfc.com/preferred-pubs); and</p>	<p>Included in Tier 1 Membership base cost.</p>

C. TIER 1 MEMBERSHIP AUTOMATIC RENEWAL AND PAYMENT TERMS

By selecting and enrolling in a Tier 1 Membership, each Tier 1 Member joins a membership that will renew every year on the following payment terms:

1. **Initial Purchase of Tier 1 Membership prior to September 15 for an upcoming Season, and Subsequent Annual Renewal – Payment Plan Options.** Individuals or entities who initially purchase a Tier 1 Membership prior to September 15 for an upcoming Season will have access to the following two payment plans for their initial upcoming Season, as will all Tier 1 Members whose Tier 1 Memberships are auto-renewing pursuant to section C.5:
 - a. *Annual Plan:* This plan allows Tier 1 Members to pay 100% of the cost of their Tier 1 Membership each September 15 for the subsequent Season. This payment may be made using Visa, Mastercard, or American Express (each a “**Credit Card**”), or by Interac, cash, or cheque (“**Annual Plan**”).
 - b. *Monthly Payment:* This plan allows Tier 1 Members to pay for the cost of their Tier 1 Membership for the subsequent Season by making 10 equal monthly payments commencing on September 15 of the current Season, with the remaining payments being due on the 15th day of each of the 9 subsequent months through to June 15 of the subsequent Season. These monthly payments may be made by Credit Card or Interac only.
2. **Initial Purchase of Tier 1 Membership after September 15 for an upcoming Season or within a current Season – Payment Plan Options.** Individuals or entities that purchase a Tier 1 Membership for an upcoming Season after September 15 of a current Season, or that purchase their Tier 1 Membership for a current Season during that same

Season (collectively “**Late Purchasers**”), will not have access to the payment plans described in section C.1 for the first Season of Tier 1 Membership. Instead, Late Purchasers will have access to the following two payment plans:

- a. *Lump Sum*: This plan allows Late Purchasers to pay 100% of the cost of their Tier 1 Membership at the time of purchase. This payment may be made using a Credit Card, or by Interac, cash or cheque.
- b. *Monthly Installments*: This plan allows Late Purchasers paying by Credit Card or by Interac to pay for their Tier 1 Membership in installments in accordance with one of the following installment plans:
 - i. Subject to section C.3, the Tier 1 Membership purchase price will be divided into 10 equal monthly installments, each of which is due on the 15th day of each month remaining from the date of purchase through to June 15 of the Season for which the Tier 1 Membership which is being purchased. Notwithstanding the foregoing, the first payment made by a Late Purchaser under this plan will be due on the date of Tier 1 Membership purchase and will be equal to the difference between (a) the total Tier 1 Membership price on the date of purchase, and (b) the amount of the remaining monthly installments to be paid on the 15th day of each month between the date of purchase and June 15 of the Season for which the Tier 1 Membership which is being purchased. For example, if a Tier 1 Membership for the subsequent Season is purchased on December 20, the initial payment would be equal to the sum of the monthly payments for September, October, November, and December.
 - ii. Subject to section C.3, if the date of the Tier 1 Membership purchase for the current Season is after January 15 of such Season, the Tier 1 Member may elect to have the Tier 1 Membership purchase price divided into 6 equal installments, each of which is due on the 15th day of each month remaining from the date of purchase through to June 15 of the current Season, or until the Tier 1 Membership is fully paid, whichever is earlier. Notwithstanding the foregoing, the first payment made by a Late Purchaser under this plan will be due on the date of Tier 1 Membership purchase and will be equal to the greater of (i) one of the 6 monthly installment payments, or (ii) the difference between (a) the Tier 1 Membership price at the time of purchase, and (b) the amount of the remaining monthly installments to be paid on the 15th day of each month between the date of purchase and June 15 of the current Season. For example, if a Tier 1 Membership is purchased on February 20 of a current Season, the initial payment would be equal to one of the 6 monthly installment payments, but if it is purchased on May 20 of a current Season, the initial payment would be equal to the sum of the monthly payments for March, April, and May.

Late Purchasers may select one of the payment plans outlined in section C.1 of this Agreement for the automatic renewal of their Tier 1 Memberships for subsequent Seasons (such automatic renewal being more fully described in section C.5 below).

3. **Pro-Rated Tier 1 Membership Dues.** Tier 1 Memberships purchased on a date after the first Regular Match has been played in a current Season may, in VWFCLP's sole discretion, be eligible for reduced Tier 1 Membership dues. Please contact the Fan Services department of VWFCLP for further details regarding pro-rated Tier 1 Membership dues.
4. **Additional Matches.** Tier 1 Members will be charged an additional cost for each Additional Match on a match-by-match basis as such matches are confirmed, based on pricing presented to Tier 1 Members before the commencement of each Season. All Additional Matches will be billed to all Tier 1 Members on a match-by-match basis as such matches are confirmed, regardless of the payment plan selected by the Tier 1 Member in section C.1 or C.2, as applicable. If Tier 1 Members are paying by cash or cheque pursuant to an Annual Plan, payment must be received by VWFCLP either, (i) 10 days before that Additional Match or, (ii) if the date for an Additional Match is fixed less than 10 days before the date thereof, not less three days before the date of each Additional Match, or the Tier 1 Members tickets for that Additional Match will be forfeited.

Tier 1 Members will only be charged an amount that corresponds to the number of Additional Matches, if any, that are played in a given Season. Tier 1 Members who do not wish to have the Additional Matches included with their Tier 1 Membership may opt-out of Additional Matches not less than, as applicable, (i) 10 days before that Additional Match or, (ii) if the date for that Additional Match is fixed less than 10 days before the date thereof, not less three days before the date of that Additional Match.

5. **Automatic Tier 1 Membership Renewal. With the purchase of a Tier 1 Membership for any Whitecaps FC Season, Tier 1 Members enter into an automatic renewal membership program.** Through this program, Tier 1 Members will have their Tier 1 Membership automatically renewed for the upcoming Season each September 15, until such time as they choose to opt-out of their Tier 1 Membership. Tier 1 Members may opt-out of their Tier 1 Membership for the upcoming Season at any time before September 14 of the current Season by completing the webform found on <https://www.whitecapsfc.com/2020-whitecaps-fc-caps-club-membermembership-opt-out-info>. Any such Tier 1 Member will retain Tier 1 Membership status for the remainder of the current Season, and any outstanding or future Tier 1 Membership payments relating to the current Season must still be paid by the Tier 1 Member. Opt-out procedures for the current Season are dealt with in section C.7 below.

VWFCLP will communicate with Tier 1 Members at least 30 days prior to the automatic renewal date of September 15 each year, and will highlight any changes to the price of the Tier 1 Membership, changes to the prices of Additional Matches, or any material changes to the Tier 1 Membership benefits for an upcoming Season. If Tier 1 Members wish to select a different payment plan under section C.1 at the start of each subsequent Season, they may do so by informing the VWFCLP Fan Services department prior to September 14 of the current Season, provided that no change in a payment plan will be effective until confirmed in writing by the VWFCLP.

6. **Payment Authorization.**
 - a. **Billing.** The Tier 1 Member understands that by clicking "Agree" and enrolling in a Tier 1 Membership, the Tier 1 Member expressly authorizes VWFCLP to bill

the Tier 1 Member for Tier 1 Membership dues in accordance with the payment terms that the Tier 1 Member selects. For all Tier 1 Membership payments, this billing authorization shall remain in effect for so long as the Tier 1 Membership remains in effect. The Tier 1 Member hereby represents and warrants that the Tier 1 Member has the authority to approve charges in accordance with the listed billing information for the purpose of paying the Tier 1 Member's Tier 1 Membership dues. For greater certainty, if the Tier 1 Member is paying by Credit Card or Interac, the Tier 1 Member acknowledges that the foregoing billing authorization includes the Tier 1 Member's express authorization for VWFCLP, or its assignee, or their respective agents, to debit the amount of each payment from the Tier 1 Member's bank account.

- b. **Payment Date.** If a Tier 1 Member is paying for their Tier 1 Membership by Credit Card or Interac, the Tier 1 Member acknowledges that, with respect to all payments following the Tier 1 Member's initial Tier 1 Membership payment, VWFCLP, or its assignee, or their respective agents, will initiate Credit Card or Interac debits on or about the 15th day of the applicable month, but the actual debit date will depend on the Tier 1 Member's financial institution. If a Tier 1 Member is paying for their Tier 1 Membership by cash or cheque, the Tier 1 Member acknowledges that, with respect to all payments following the Tier 1 Member's initial Tier 1 Membership payment, it is solely the Tier 1 Member's responsibility to ensure that each and every payment is made by the applicable due date. The Tier 1 Member further acknowledges that, under all Tier 1 Memberships, all payments are due on the dates specified regardless of Regular Match or Additional Match cancellations or rescheduling.
- c. **Correct Payment Information.** The Tier 1 Member understands that it is solely the Tier 1 Member's responsibility to ensure the Tier 1 Member's payment information is current and to notify VWFCLP of any deficiencies such that they may be remedied, and that the Tier 1 Member's failure to do so within the specified time frame will result in a loss of Tier 1 Membership privileges and may result in a revocation of Tier 1 Membership. VWFCLP reserves the right to charge a processing fee of CAD\$25.00 in the event a scheduled payment is missed or refused for any reason.
- d. **Billing Errors.** The Tier 1 Member understands and agrees that VWFCLP is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, VWFCLP's only responsibility is to correct it if and when VWFCLP receives notice of the error.
- e. **Procedure if Payment Deadline Missed.** If a Tier 1 Member is paying by Credit Card or Interac, and the Credit Card or Interac is declined for any given payment for any reason, VWFCLP will re-run the Credit Card or Interac 24 hours after the payment is initially declined (or on the next business day after the payment is initially declined, whichever is later), and again 48 hours after the payment was initially declined (or on the second business day after the payment is initially declined, whichever is later). If at any time a deadline for payment has passed and payment has not yet been made, irrespective of the Tier 1 Member's selected payment method and payment plan, VWFCLP will attempt to notify the Tier 1 Member by contacting the Tier 1 Member at the phone number and/or email address provided by the Tier 1 Member. Notwithstanding the foregoing, if

payment has not been made by a specified deadline, irrespective of the Tier 1 Member's selected payment method and payment plan, the barcode for the Tier 1 Member's tickets and all other Tier 1 Membership benefits shall be suspended until the Tier 1 Member's account is brought up to date. VWFCLP may, in VWFCLP's sole discretion, resell the Tier 1 Member's tickets for future Regular Matches or Additional Matches otherwise reserved for the Tier 1 Member at any time while the Tier 1 Membership is suspended. If the Tier 1 Member's tickets for any future Regular Matches or Additional Matches are sold while the Tier 1 Membership is suspended and the Tier 1 Membership is subsequently restored, VWFCLP will substitute other tickets for those that have been sold on an 'as-available' basis.

For the avoidance of doubt, individuals or entities who select and purchase a Tier 1 Membership expressly authorize the initial and continued payment in accordance with their selected payment plan for the current Season and for each subsequent Season, until such time as they choose to opt-out of their Tier 1 Membership as provided herein.

7. **Tier 1 Membership Cancellation.** Tier 1 Members may cancel their Tier 1 Membership for a Season at any time for any reason by providing VWFCLP with at least 30 days' notice by completing the webform found on <https://www.whitecapsfc.com/2020-whitecaps-fc-caps-club-membermembership-opt-out-info>.
8. **Payments Outstanding on Cancellation.** If the Tier 1 Member's Tier 1 Membership for a current Season or future Season is cancelled by the Tier 1 Member in accordance with section C.7, or by VWFCLP due to a breach of this Agreement, VWFCLP reserves the right, in VWFCLP's sole discretion, to: (i) in accordance with section C.9, refuse to provide the Tier 1 Member with any refunds for any payments made prior to the cancellation date; and (ii) require that any current outstanding payments due and owing be paid by the Tier 1 Member within 3 business days. For example, if a Tier 1 Member cancels their Tier 1 Membership on March 16 of a current Season and is paying in 10 equal monthly installments, such Tier 1 Member would not have to pay the April, May, or June monthly installments, but may be obligated by VWFCLP to make all payments that were billed before March 16 but not yet paid in full.
9. **Non-Refundable.** Subject only to section C.10, all deposits and/or payments made towards a Tier 1 Member's Tier 1 Membership are non-refundable, regardless of circumstances.

D. TIER 1 MEMBERSHIP GENERAL TERMS AND CONDITIONS

1. **Conflict.** All tickets to Regular Matches and Additional Matches obtained through the purchase of a Tier 1 Membership and used by Tier 1 Members and Ticket Users are subject to, and each Tier 1 Member agrees to be bound by, (1) the terms printed on the back of each Regular Match or Additional Match ticket (the "**Ticket Back Terms**") and (2) the VWFCLP General Ticketing Terms & Conditions (found here - <https://www.whitecapsfc.com/ticketing-terms-conditions>) (the "**General Ticketing Terms**"). In the case of conflict between this Agreement and the General Ticketing Terms, the General Ticketing Terms will govern. In the case of conflict between this Agreement and the Ticket Back Terms, the terms of this Agreement will govern.

2. **Revocable License.** Every ticket issued pursuant to a Tier 1 Membership is a revocable license which may be withdrawn and admission refused to any Whitecaps FC event in respect of which a ticket has been issued at any time in accordance with this Agreement, the Ticket Back Terms, or the General Ticketing Terms, in VWFCLP's sole discretion. As set out in section C.9 above, all deposits and/or payments made for the Tier 1 Member's Tier 1 Membership prior to any such revocation are non-refundable.
3. **Independence of Membership.** If Tier 1 Members cancel their Tier 1 Membership and subsequently subscribe for any other Whitecaps FC ticketing product, any installment payments relating to the cost of their Tier 1 Membership made prior to its cancellation are forfeited and shall not be applied to such other ticketing product.
4. **Tier 1 Membership Rights / PRIVILEGES RESTRICTED.** VWFCLP's acceptance of payment for a Tier 1 Membership from any individual or entity who is not the account holder for such Tier 1 Membership does not grant any rights to such Tier 1 Membership to such individual or entity. Any rights or privileges associated with a Tier 1 Membership belong only to the account holder of record as entered on VWFCLP's records. VWFCLP reserves the right to require that any transaction pertaining to a Tier 1 Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.
5. **Resale Restricted.** A Tier 1 Member may sell or transfer their Regular Match or Additional Match tickets to any person, provided that such Tier 1 Member: (a) is in compliance with all applicable laws and the terms of this Agreement and the General Ticketing Terms in doing so; (b) shall be responsible for ensuring that any person using a resold or transferred ticket (regardless of whether that person is the initial transferee or a subsequent transferee, each a "**Ticket User**") complies with all applicable terms of this Agreement, the General Ticketing Terms, and Ticket Back Terms; and (c) will be responsible for all acts and omissions of each Ticket User as if such act or omission was that of the Tier 1 Member. Subject to section D.7, resale or attempted resale of any Tier 1 Membership, as well as of the Membership Perks, is prohibited unless expressly authorized in writing by VWFCLP.
6. **Prohibition on Tier 1 Member Broadcasting / Promotion.** The Tier 1 Member and each Ticket User is admitted to Whitecaps FC events on the condition that the Tier 1 Member agrees that the Tier 1 Member or Ticket User will not professionally record or commercially transmit or aid in professionally recording or commercially transmitting any description, account, picture or reproduction of the event to which the Tier 1 Member or Ticket User is admitted.

Tier 1 Membership privileges or Regular Match or Additional Match tickets obtained through a Tier 1 Membership may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without VWFCLP's advance express written consent.

7. **Transfer or sale of Tier 1 Membership Privileges.** Tier 1 Members have no right to transfer their Tier 1 Membership to any person or entity, whether by a request to transfer the Tier 1 Membership into another name, or by an attempt to transfer the Tier 1 Membership by sale, gift, will or trust, property settlement, or to creditors, or by any other means. Any attempt by a Tier 1 Member to sell or otherwise transfer the Tier 1

Membership may result in the cancellation of the Tier 1 Membership. Notwithstanding the foregoing, VWFCLP:

- hereby expressly allow Tier 1 Members to transfer or sell their Regular Match or Additional Match tickets to any Ticket User provided that any such Tier 1 Member complies with the above section D.5; and
- may allow an individual Tier 1 Member to request transfer of all Tier 1 Membership privileges to that Tier 1 Member's immediate family, and if the Tier 1 Member is a business, will allow a change in the name of the contact person for its account. A request to transfer Tier 1 Membership privileges to a family member or to change the contact person must be submitted to the VWFCLP Fan Services department in writing (via certified mail, return receipt requested) at least two weeks in advance of the requested transfer date, and must be supported by appropriate documentation (proof of relationship, official letterhead, signature of authorized company officer, etc.) satisfactory to VWFCLP. VWFCLP reserves the right to approve or reject any such requests for any reason in VWFCLP's sole discretion.

Each Tier 1 Member is strictly prohibited from selling the Membership Perks unless expressly authorized in writing by VWFCLP.

8. **Promotional Use of Tier 1 Member Image.** The Tier 1 Member, both for the Tier 1 Member and for any Ticket User, grants the perpetual, irrevocable, royalty-free right to VWFCLP, all MLS clubs, MLS, and Soccer United Marketing and their agents to utilize the Tier 1 Member and Ticket User's image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the ticketholder is admitted, and further authorizes the use of the Tier 1 Member and Ticket User's image or likeness in connection with the promotion of VWFCLP (including, without limitation, the promotion of Whitecaps FC), the MLS, and the sport of soccer.
9. **Objectionable Conduct.** Tier 1 Members or Ticket Users engaging in disorderly or objectionable conduct in violation of VWFCLP and event venue policies may, in VWFCLP's sole discretion, be ejected from the event in respect of which a ticket has been issued without refund of the ticket price. If a Tier 1 Member or any Ticket User is ejected for any reason from an event in respect of which a ticket has been issued to the Tier 1 Member or otherwise acquired, VWFCLP reserves the right, in VWFCLP's sole discretion, to revoke the Tier 1 Membership. In particular, if a Tier 1 Member or Ticket User is found to be in violation of the "Fan Code of Conduct" (<https://www.whitecapsfc.com/match-day/spectator-information>), as may be amended from time to time, and is deemed to have committed a Level One or Level Two offense, the Tier 1 Member may, in VWFCLP's sole discretion, have their Tier 1 Membership immediately terminated without refund, or any reimbursement of any kind, and may have their right to attend any future Whitecaps FC events revoked.
10. **Release of Liability.**
 - a. THE TIER 1 MEMBER, BOTH FOR THE TIER 1 MEMBER AND FOR EACH TICKET USER, (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the event in respect of which a

ticket has been issued, whether occurring prior to, during or after such an event, including, without limitation, (A) the risk of contracting or spreading a communicable disease or illness (including exposure to a bacteria, virus, or other pathogen capable of causing disease or illness), (B) the risk of physical injury or death, however caused, whether by players, by other people (including, without limitation, other spectators), or by objects (such as balls entering the spectator area), and (C) the risk of lost, stolen or damaged property; and (ii) AGREES THAT THE MLS AND VWFCLP, THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND EACH OF SUCH ENTITIES' RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS (collectively, the "**Releasees**") SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE) OR INJURY RESULTING FROM SUCH RISKS AND DANGERS (collectively, the "**Losses**") AND ARE EXPRESSLY RELEASED FROM SAME. THE TIER 1 MEMBER ALSO AGREES THAT VWFCLP WILL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE EXERCISE OF VWFCLP'S DISCRETION AS CONTEMPLATED IN THIS AGREEMENT. THE TIER 1 MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT THERE IS AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASES AND ILLNESSES IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT.

- b. If, notwithstanding the release of liability in section D.10.a, any or all Releasees are found liable for any Losses, the maximum aggregate liability of the Releasees to the Tier 1 Member will, under no circumstances, exceed the amount such Tier 1 Member paid for their Tier 1 Membership for the current Season.

11. **Agreement Modification.** VWFCLP reserves the right to amend this Agreement and the Tier 1 Membership terms in VWFCLP's sole discretion by posting such amendments (the "**Amendments**") to whitecapsfc.com/tickets.

If Amendments are to take effect upon commencement of a subsequent Season, Tier 1 Members will be notified by email of any such Amendments prior to any renewal date for the Tier 1 Membership, all as contemplated in section C.5.

If Amendments are to take effect during the current Season and in VWFCLP's sole discretion are reasonably necessary to address safety, security or emergency situations, Tier 1 Members will be informed of any such Amendments upon the Amendments taking effect, and will not entitle a Tier 1 Member to any refunds of any payments made prior to the Amendments if the Tier 1 Member subsequently chooses to cancel the Tier 1 Membership as a result of the Amendments.

If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Tier 1 Members or impose any additional material obligations, and are not implemented by VWFCLP to address safety, security or emergency situations, Tier 1 Members will be informed of any such Amendments 30 days prior to the Amendments taking effect (the "**30 Day Notice Period**"). In this instance, Tier 1 Members will be entitled to cancel their Tier 1 Memberships by providing written notice to

VWFCLP during the 30 Day Notice Period, in which case such a Tier 1 Member will be entitled to reasonable compensation corresponding to the proportionate loss of any Tier 1 Membership benefits for the remainder of the Season, as reasonably determined in VWFCLP's sole discretion.

Without restricting the generality of the foregoing, VWFCLP reserves the right to:

- relocate Tier 1 Members at any time during the Season to accommodate broadcast or security requirements, or for any other reasonable purpose in VWFCLP's sole discretion, and Tier 1 Members will not be eligible for any refunds of any payments made prior to the relocation if the Tier 1 Member subsequently chooses to cancel the Tier 1 Membership as a result of the relocation; and
- modify Tier 1 Membership pricing for future Seasons.

12. Force Majeure.

- a. VWFCLP shall not be in breach of this Agreement if the performance of any of its obligations hereunder is prevented or pre-empted because of acts of God, civil or military authority, acts of public enemy, war, accidents, epidemic, pandemic, outbreak of communicable disease or illness, public health crisis or order, fires, explosions, earthquakes, floods, the elements, strikes or labor disputes, or any cause beyond VWFCLP's reasonable control for such period of time as such event continues, provided that VWFCLP uses all reasonable efforts to perform such obligations once such event has ceased. Subject to section D12.b below, in the event of the cancellation, postponement or rescheduling of one or more Regular Matches or Additional Matches as a result of any such causes (each, a "**Force Majeure Stoppage**"), VWFCLP shall use commercially reasonable efforts, based on the size and scope of the Force Majeure Stoppage, to keep Tier 1 Members apprised by way of policy statement regarding how VWFCLP proposes to address such Force Majeure Stoppage, but VWFCLP shall not be obliged to perform any resolution or work-around for any Force Majeure Stoppage.
- b. In the event of a strike by the MLS Players Union or a lockout of the MLS players by MLS (in either case, an "**MLS Work Stoppage**") that causes the cancellation, postponement, or rescheduling of one or more Regular Matches or Additional Matches, all obligations of the parties hereunder shall continue and once the MLS Work Stoppage has ceased, VWFCLP shall issue a policy statement regarding how VWFCLP proposes to address such MLS Work Stoppage. VWFCLP shall not be obliged to settle any MLS Work Stoppage.

13. Miscellaneous. The Tier 1 Member confirms that the Tier 1 Member has been given a full opportunity to obtain independent legal advice with respect to this Agreement and the Tier 1 Membership and has either obtained that advice or hereby waives any related rights or claims that might arise if that advice has not been obtained. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof. This Agreement, the Ticket Back Terms, the General Ticketing Terms, and all other documents referenced herein and therein (including, without limitation, the Fan Code of Conduct) contain all agreements of the parties with respect to the subject matter hereof and supersedes, cancels and replaces any other agreement, representation or

understanding of any kind or nature. This Agreement is wholly governed by the laws of British Columbia and the laws of Canada applicable therein. The parties hereto attorn to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement. The Tier 1 Member confirms that the Tier 1 Member is 19 years of age or older. The Tier 1 Member further confirms that the Tier 1 Member has read and understands this Agreement and agrees to be bound by its terms and conditions. Time is of the essence in this Agreement.

14. **Waiver.** The waiver by VWFCLP of the Tier 1 Member's or any Ticket User's strict observance, strict performance, or breach of any term of this Agreement, the Ticket Back Terms, or the General Ticketing Terms will not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Agreement, the Ticket Back Terms, and the General Ticketing Terms, nor a waiver of any breach thereof.
15. **Electronic Communications.** From time to time, VWFCLP will send the Tier 1 Member electronic messages with information pertaining to the Tier 1 Member's Tier 1 Membership or the Membership Perks. VWFCLP may also send the Tier 1 Member other types of electronic messages, provided VWFCLP has the Tier 1 Member's consent to do so in accordance with applicable law.

ALL TERMS AND CONDITIONS IN THIS AGREEMENT ARE SUBJECT TO CHANGE PER SECTION D.11 ABOVE

**TIER 1 'CAPS CLUB MEMBERSHIP
SCHEDULE A**

ADDITIONAL MATCHES PRICING

VALID FOR ALL ADDITIONAL MATCHES IN THE 2021 SEASON

Section	Western Conference Quarter-Finals MLS*/ CCL Round of 16*	Western Conference Semi- Finals MLS*/ CCL Quarterfinals*	Western Conference Finals MLS*/ CCL Semi- Finals*	MLS Cup*/CCL Finals*
Konica-Minolta Pitchside Club	\$113	\$124	\$134	\$155
Club +	\$76	\$87	\$97	\$118
Club	\$53	\$63	\$74	\$95
Purple	\$49	\$60	\$70	\$91
Blue	\$46	\$56	\$67	\$88
Yellow	\$34	\$39	\$45	\$55
Teal/ White	\$24	\$29	\$35	\$45

*Price includes taxes, stadium fees, and is rounded to the nearest dollar