Premium Suite License Terms and Conditions

This Premium Suite License Terms and Conditions is in respect of the Suite at BC Place Stadium identified as part of your purchase selection (the **"Suite")** for the event identified at BC Place Stadium as part of your purchase selection (the **"Game").** The fee for this license is the total amount in Canadian currency for all ticket items selected (the **"License Fee")** plus all fees and applicable taxes set out as part of the purchase process. The payment of the License Fee plus all fees and applicable taxes will entitle the purchaser to the number of Tickets specified for the Suite to the Game (the **"Occupancy Maximum").**

1. License: Subject to the terms and conditions contained herein, the Club hereby grants to the Licensee a revocable license to exclusively occupy and use the Suite during the Game, provided that the maximum number of persons who may occupy the Suite shall not exceed the Occupancy Maximum (the "**License**"). The exercise of the various rights granted under this Agreement is subject to all applicable laws and regulations. All rights, authorizations and consents not expressly granted under this Agreement to the Licensee are expressly reserved to the Club.

2. License Fee: As a condition of the Club granting the Licensee the License, the Licensee shall pay to the Club the License Fee plus all fees and applicable taxes upon checkout, unless otherwise agreed to by the Club in writing. The License Fee is non-refundable and payable irrespective of any postponement of the Game for any cause whatsoever, except as otherwise expressly provided below. The License Fee payable to the Club shall not be subject to any deduction or set off by the Licensee. In the event that a cheque (if applicable) delivered by the Licensee in payment of any License Fee is returned dishonoured for whatever reason by the financial institution on which the cheque is drawn, in addition to any other remedies that the Club may have pursuant to this Agreement or otherwise, the Licensee shall pay an administrative charge of $100.00 plus applicable taxes, for the dishonoured cheque in addition to all other amounts payable hereunder. Any License Fee or portion thereof that is not received by the Club on or before the due date for such payment shall bear interest from the due date at 2% per annum above the declared prime rate from time to time of BMO Bank of Montreal.

3. Admission: Provided the Licensee has paid in full the License Fee, the Licensee shall be provided the number of admission tickets that is equal to the Occupancy Maximum for the Game. Each ticket shall entitle one person (each, a **"Guest"** and together, the **"Guests")** to occupy the Suite during the Game but shall not entitle the Licensee or any Guest to any stadium seating other than the seats, if any, forming part of the Suite. The Licensee and Guests shall be bound by and shall observe the terms and conditions applicable to the tickets for admission to the Game including, without limitation: (a) the Club's general ticketing terms and conditions found at https://www.whitecapsfc.com/ticketing-term-conditions inclusive of the terms printed on the back or digitally made part of each ticket (the "**Ticketing Terms and Conditions**"); and (b) any policy(ies) adopted by the Club or other issuer of such tickets with respect to the cancellation or postponement of a Game; each of which is incorporated herein by this reference. In the case of conflict between this Agreement and the Ticketing Terms and Conditions and/or any element contained or referenced therein, the provisions of this Agreement shall prevail to the extent of the conflict. The Licensee and Guests shall be entitled to enter the Suite approximately ninety (90) minutes prior to the commencement of the Game. At the conclusion of the Game, the Licensee and Guests may remain in the Suite for up to one hour. The Licensee shall be permitted access to the Suite from concourse level 3 of B.C. Place Stadium (the **"Stadium")** through the private door designated by the Club for this purpose from time to time.

4. Access by Owner: The Club and the B.C. Pavilion Corporation and their respective officers, agents, employees and representatives shall be entitled to have access to the Suite on such occasions and to such extent as they in their absolute discretion shall deem necessary or appropriate including for the proper performance of the duties and obligations required or contemplated to be performed or observed under this Agreement or for the compliance with the rules and regulations governing use of the Stadium or the Suite. The Licensee may not restrict or impede such persons from access to the Suite.

5. **Ownership, Alterations and Repairs:** At all times, all furniture, furnishings, fixtures and equipment from time to time located in the Suite shall be and remain the property of the B.C. Pavilion Corporation or the Club, as applicable. The Licensee shall not be permitted to make any alterations to the Suite. The Licensee shall not be responsible for normal cleaning of the Suite after the Game during which the Suite was occupied by the Licensee or its Guests. The Licensee agrees to reimburse the Club upon demand for the cost of any necessary repairs, additional cleaning or maintenance to the Suite or to the furniture, furnishings, fixtures and equipment therein that result from any action, willful damage, theft, neglect or omission by the Licensee or Guests.

6. Food and Beverages: The Licensee may purchase food and beverages for consumption in the Suite only from food and beverage suppliers (collectively, the **"Caterer")** designated by the Club or the B.C. Pavilion Corporation. The Licensee and Guests may not bring food or beverages into the Stadium or the Suite. The Licensee shall be solely responsible for, and shall promptly pay, all bills for food, beverages and services furnished, sold or rendered by the Caterer to the Licensee and its guests in the Suite, including all applicable taxes.

The Licensee acknowledges and agrees that if the Suite is listed as "Balcony" or "Goalpost", then, during the Game, the Licensee must purchase, from the Caterer, food & beverage having an aggregate value of at least $1,500.00 plus taxes and gratuities (the **"Minimum F&B Order").** If the Licensee does not purchase the Minimum F&B Order, then the Licensee authorizes the Caterer or the Club, as the case may be, to charge the Licensee for the difference between the amount

actually ordered by the Licensee during the Game and the Minimum F&B Order.

7. **Covenants of the Licensee:** Without in any way limiting the liabilities and responsibilities of the Licensee set out in this Agreement or imposed at law or in equity, the Licensee covenants and agrees with the Club that (i) the Licensee shall not permit any smoking in the Suite; (ii) the Licensee shall, and shall cause Guests to, abide by the terms and conditions of any tickets issued to the Licensee under this Agreement including the Ticketing Terms and Conditions; (iii) the Licensee shall not, and shall cause Guests not to, use the Suite in connection with any public promotional plan, advertising or other commercial purpose or in conjunction with the sale of any product or service unless the Licensee has obtained the Club's prior written consent for such use; (iv) the Licensee shall ensure the Suite is kept in good repair, order and condition at all times while the Licensee or any Guest has use of the Suite; (v) the Licensee shall, and shall cause Guests to, abide by and observe all reasonable rules established from time to time by the Club or B.C. Pavilion Corporation pertaining to the use and occupancy of the Suite; (vi) the Licensee shall not allow a person into the Suite unless the person possesses a ticket for the Suite; (vii) the Licensee shall not permit more Guests into the Suite than the Occupancy Maximum; (viii) at all times the Licensee shall, and shall cause Guests to, maintain proper attire and conduct while using the Suite and shall comply with all present and future laws, ordinances, orders, rules and regulations applicable to the Stadium including the Club's 'Fan Code of Conduct' as captured and referenced in the Ticketing Terms and Conditions, and will not suffer or permit any use or manner of use of the Suite in violation thereof, including but not limited to any regulations prohibiting persons from bringing food or liquor into the Stadium; (ix) the Licensee shall not, and shall cause Guests not to, conduct themselves in a manner that interferes with or impairs the use and enjoyment of the Stadium by others or by the owners or operators of the Stadium, or that offends community standards of tolerance; (x) the Licensee shall not, and shall cause Guests not to, use the Suite or any tickets issued for use thereof for any illegal, improper, immoral or objectionable purpose or in any way that obstructs or interferes with the rights of any other licensees in the Stadium; (xi) the Licensee shall at all times, whether present or not within the Suite or the Stadium, be responsible for the actions and conduct of Guests in the Suite or the Stadium and for ensuring their compliance with the requirements of this Agreement; (xii) the Licensee shall be responsible for all charges, including all telephone and food and beverage charges, incurred during the Licensee's occupation of the Suite and the Licensee hereby agrees to pay all such charges promptly on demand; (xiii) the Licensee shall not, and shall cause Guests not to, film, record or transmit from the Suite all or any portion of the Game or any description thereof, by any means, whether audio or visual (including, without limitation, by radio or television broadcast, whether "live" or by recorded medium); (xiv) the Licensee shall use the Suite for its own purposes and shall not assign, sublicense, sell or transfer substantial rights to the use of the Suite (and/or tickets related thereto) to unrelated third parties; and (xv) the Licensee shall not offer the Suite or Admission in connection with a public promotional plan or advertising campaign or other commercial purpose, nor in any contest, giveaway or other manner that trades on the goodwill of the Club without the Club's prior written consent (which may be withheld at the Club's sole discretion and shall not to publicly offer for sale or advertise in any media whatsoever the availability of any share or other opportunity to have access to or use of the Suite or Admission.

8. **Termination:** In addition to and without prejudice to all other remedies available to it at law or in equity, the Club may at its sole option terminate this Agreement on notice to the Licensee in the event that the Licensee fails to pay the License Fee when due, the Licensee is in breach of any term of this Agreement, the Licensee engages in conduct that reflects unfavourably upon the good name, goodwill, reputation and image of the Club, the B.C. Pavilion Corporation or the Stadium, or there is a permanent loss of the Club's entitlement to use or occupy or host the Game at the Stadium for any reason. On any such termination, the Licensee agrees that the Licensee shall have no right or claim for compensation or other remedy or relief against the Club or the B.C. Pavilion Corporation for loss for any reason whatsoever (including loss of enjoyment) except that the Licensee shall be entitled to the return from the Club of the License Fee paid by the Licensee in respect of the Game that is so cancelled or scheduled to occur after the date of termination where the Club is no longer entitled to use or occupy or host the Game at the Stadium, provided that the Licensee has paid in full the License Fee payable, and the Licensee shall forthwith surrender all admission tickets for the Game and return all parking passes (if applicable) and other documentation relating to the Suite and this Agreement as the Club may require. Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the Club may have against Licensee arising prior to the date of termination, and shall not relieve the Licensee from obligations to be performed or observed under this Agreement up to the date of such termination. No waiver by the Club of any default or breach by the Licensee of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by the Licensee hereunder, and no failure or delay by the Club in the exercise of any remedy provided for herein shall be construed to constitute a forgiveness or waiver thereof or of any right or remedy available to the Club. This provision shall survive termination of this Agreement.

9. Force Majeure: If at any time prior to the Game, for any reason beyond the control of the Club (including, without limitation, riot, war, governmental order or regulation, embargo, act of God or the King's enemies, endemic or pandemic, direct or indirect labour disturbance including strike, lockout or slowdown (including, but not limited to, by the players, employees or owners of the Club, MLS or other MLS member teams), civil disobedience, acts of terrorism or sabotage, failure of a utility provider, interruption or delay of transportation, natural disasters, inclement weather, government actions or prohibitions) or there is a temporary loss of the Club's entitlement to use or occupy or host the Game at the Stadium for any reason, the Club is prevented from performing any of its obligations under this Agreement or the Game is delayed or

cancelled, then the Club shall be relieved from such obligations as it is prevented from performing for the duration of such prevention, and the Licensee agrees that the Licensee shall have no right or claim for compensation or other remedy or relief against the Club or the B.C. Pavilion Corporation for loss for any reason whatsoever (including loss of enjoyment) except that the Licensee shall be entitled to the return from the Club of the License Fee paid by the Licensee in respect of the Game that is so cancelled provided that the Licensee has paid in full the License Fee payable.

10. Liability for Loss: Neither the Club nor the B.C. Pavilion Corporation shall be liable or responsible for any loss, damage or injury to any person or any property of the Licensee or any Guest in or about the Stadium or the Suite from any cause whatsoever including, but not limited to, negligence of the Club, the interruption of utilities, theft or vandalism or from risks inherent in attending a sporting or other event at the Stadium such as incidents involving other patrons who have consumed alcoholic beverages, injury from thrown or dropped objects, spills of food or beverages, and the unruly behaviour of other patrons. The Licensee shall be responsible for all property of the Licensee and all Guests brought into the Stadium or the Suite and the removal thereof from the Suite and the Stadium after the Game.

11. Indemnity: The Licensee shall be solely liable for any and all liabilities, losses, claims, demands, costs and expenses (including lawyer's fees and litigation expenses on a solicitor and own client basis) (collectively, **"Claims")** relating to the use and occupation of the Suite, whether or not the Licensee is actually present at the Game and the Licensee shall indemnify and hold each of the Club, the Caterer and the B.C. Pavilion Corporation harmless from and against any and all Claims to which the Club and/or the Caterer and/or the B.C. Pavilion Corporation may become subject by reason of the occupation and use of the Suite by the Licensee or any Guest under this Agreement, or by reason of any contravention or alleged contravention by the Licensee or any Guest of the provisions of this Agreement or any applicable codes, laws, rules and regulations, or by reason of any negligence or misconduct of the Licensee or any Guest.

12. Social Host Liability: For greater certainty, the Licensee hereby acknowledges and agrees that it shall be solely responsible for ensuring the safety of all Guests who consume alcohol or are under the influence of alcohol while in attendance at the Game and for the conduct and behaviour of all Guests while in attendance at the Game, whether or not the Licensee is present in the Suite or is in attendance at the Game.

13. Assignment: Neither this Agreement nor any of the Licensee's rights hereunder may be assigned, sublicensed, mortgaged, pledged, charged or encumbered by the Licensee without the prior written consent of the Club, which consent may be granted or withheld by the Club in its sole discretion. Any permitted assignee shall first agree in writing with the Club to assume and be bound by all the terms and conditions of this Agreement.

14. Miscellaneous: All sums of money expressed in this Agreement are expressed in lawful money of Canada. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted provided that in so doing the primary purpose of this Agreement is not impeded. This Agreement and the schedules attached hereto contain the entire agreement and understanding between the parties relating to the Suite and use thereof and supersedes all prior oral and written agreements, understandings and arrangements between the parties relating thereto. Any amendment to this Agreement must be in writing signed by all parties. All appendices are part of this Agreement. All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given, if delivered, when delivered and if mailed, postage prepaid, within two business days of mailing in the City of Vancouver, to the Club at Suite 201, 788 Beatty Street, Vancouver, BC V6B 2M1 and to the Licensee at the address set forth below or to such other address of a party as such party may designate from time to time by notice in writing. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. This Agreement may be and delivered by electronic transmission and shall be deemed to be an original. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement creates a license only and does not create any lease, legal demise or interest in land.