

CF MONTRÉAL MEMBERSHIP AGREEMENT

The following terms and conditions (the "Agreement") are applicable to all Members' accounts of CF Montréal (the "Membership" or "Memberships" or "CF Montréal Membership") for each annual soccer season from January 1 to December 31 (each a "Season"). By completing the purchasing process and tendering payment, or accepting a ticket for a Season, you are enrolling in the CF Montréal Membership for such Season and are agreeing to the following terms and conditions. Violation of any term or condition contained herein will automatically terminate the licensing and benefits associated with the CF Montréal Membership.

In this Agreement, "CF Montréal" refers to the Major League Soccer's ("MLS") professional soccer Club operated by FREE 2 PLAY LP and "Member" refers to a person or entity that has subscribed to a CF Montréal Membership. Note that some of the terms beginning with a capital letter are defined below under "CF Montréal Membership Terms and conditions". Please refer as necessary.

CF MONTRÉAL MEMBERSHIP PRIVILEGES

The CF Montréal Membership includes the following for each Season:

TICKETS

The Membership includes tickets to:

- 1) **Regular Season and Additional Matches:**
 - Regular Season Matches: All scheduled CF Montréal regular Season MLS home matches; and
 - Additional Matches: Additional match(es) or special event(s) at Stade Saputo, Olympic Stadium, or other venue, as each may be offered at the CF Montréal's discretion and may include, but are not limited to, matches listed under paragraph 2) below. There is no guarantee that an Additional Match will be offered during a Season.
 - If an Additional Match is offered and Member is in good standing under this Agreement, Member will receive a notification with applicable details. CF Montréal will aim to provide such notification fifteen (15) days in advance and if not possible, as much in advance as reasonably possible based on the scheduling of the applicable Additional Match.
 - CF Montréal will deliver the ticket(s) electronically via Member's portal.
 - Regular Season Matches and Additional Matches are included in the Membership Fee.
- 2) **Playoff Matches and Other Matches:**
 - Playoff Matches: All scheduled CF Montréal playoff MLS home matches; and
 - Other Matches: Additional match(es) or special event(s) at Stade Saputo, Olympic Stadium, or other venue, as each may be offered at the CF Montréal's discretion

and may include, but are not limited to, the following categories of matches: Canadian Championship tournament matches, CONCACAF Champions Cup tournament matches, Leagues Cup tournament matches, and/or MLS All-Star matches.

- There is no guarantee that a Playoff Match or an Other Match will be offered during a Season.
- Playoff Matches and Other Matches are not included in the Membership Fee, and each is to be paid by Members in addition to the Membership Fee.
- If a Playoff Match or an Other Match is offered and Member is in good standing under this Agreement:
 - Member will receive a notification with all applicable details relating to pricing, seating information and payment.
 - CF Montréal will aim to provide such notification fifteen (15) days in advance and if not possible, as much in advance as reasonably possible based on the scheduling of the applicable Playoff Match or Other Match. For example, promptly after CF Montréal qualifies for the MLS playoff or for another round of a tournament.
 - Unless Member chooses to not purchase the offered ticket(s) by completing within the prescribed time the webform provided in the notification or made available at www.cfmontreal.com (the "Opt-Out Form"), Member will be automatically charged to their Credit Card for the ticket(s) offered for the applicable match in accordance with the pricing provided.
 - CF Montréal will deliver the ticket(s) electronically via Member's portal.

MATCH CANCELLATION

Should a match be cancelled and not rescheduled:

- For Regular Season Matches: Member will be entitled to a credit in the amount of the full-face value of such match on the pro rata of all seats in the account of the Membership, to be used for additional tickets to other matches, upgrading price levels of current seating locations, Playoff Matches, Other Matches, or towards the balance of a Membership purchase for the following Season.
- For Additional Matches: Member will not be entitled to a credit or other compensation.
- For Playoff Matches: Same treatment as above for Regular Season Matches, based on the ticket price value communicated for such match; and
- For Other Matches: Same treatment as above for Regular Season Matches, based on the ticket price value communicated for such match.

As an alternative to or in addition to credits, CF Montréal may consider other options, including a refund to the card on file, if requested.

ADVANTAGES

Members will also enjoy the following discounts:

- 15% discount on the purchase of additional individual tickets for all home games included in your season membership
- 15% discount on the purchase of individual suites and mezzanines for the MLS regular Season home games
- 15% discount on all merchandise at the Stade Saputo boutique
- 15% discount at any of the Stade Saputo Food Concessions

Included in the Membership Fee. Purchases not included.

PRIVILEGES

Members will also enjoy the following privileges:

- Invitations to exclusive Events
- Membership Package
- Access to a Member Services consultant
- Access to the Membership Monthly Payment Option
- Apple TV MLS Streaming Service included with CF Montréal Membership
- “Mercato des membres”: Member exchange program where, under conditions defined separately and at a later date, Members can exchange tickets for certain matches into other matches.

Included in the Membership Fee.

AUTOMATIC RENEWAL AND PAYMENT TERMS

By choosing to become a Member of CF Montréal, you subscribe to a Membership that will be automatically renewed each year, starting on September 15 of each Season for the following Season, according to the present terms and conditions.

CF Montréal cannot guarantee the availability of Memberships’ packages and the first-come, first-served policy is applicable. CF Montréal can revoke any Memberships’ package offer at any time.

The payment options available vary depending on when you purchase your Membership.

1. **Purchase of a Membership at the start of the payment cycle for the following Season.**
Members have access to one of the three following payment options:
 - a. *Single Payment*: This option allows Members to complete the full payment of the Membership Fee at the start of the payment cycle of the year preceding the Season for which said Membership is applicable.

Payment can be made by any credit card accepted at that time by CF Montréal (each referred to as the "Credit Card"), or by Interac, cash or cheque.

- b. *50/50 Payment Plan*: This option allows Members to pay the Membership Fee in two equal instalments.
 - i. The first payment amounting to 50% of the Membership Fee for the upcoming Season is made at the start of the payment cycle of the year preceding the Season of said Membership and the second payment is on March 15 of the Membership Season. These payments can only be made by Credit Card.
- c. *Monthly Payment Plan*: This option allows Members to pay the Membership Fee for the upcoming Season by making up to 12 equal instalments:
 - i. A maximum of 12 equal and consecutive instalments must be made from September 15 to August 15 of the following year, each payment being due on the 15th day of each month.

These payments can only be made by Credit Card.

- 2. **Late Buyers – Purchase after October 15th but before the first home game of the Membership Season.** Members who wish to purchase a Membership between October 15th of the upcoming Season for which said Membership is applicable, and the first home game of the current Season (the "Late Buyers") have access to one of the following three payment options:
 - a. *Single Payment*. This option allows Late Buyers to complete the payment of the Membership Fee at the time of purchase. This payment can be made by Credit Card, Interac, cash or cheque.
 - b. *50/50 Payment Plan*. This option allows Late Buyers to pay the Membership Fee in two equal instalments. The first payment amounting to 50% of the Membership Fee will be made at the time of purchase and the second payment on March 15th of the Membership Season. These payments can only be made by Credit Card.
 - c. *Adjusted Monthly Payments Plan*. At the time of purchase, the Late Buyer will be required to pay a first installment equal to the amount that should have been paid as of the start of the payment cycle, prior to the Membership Season, up until the date of purchase. The balance of the Membership Fee will then be payable by monthly, equal and consecutive instalments beginning on the 15th day of the month following the date of purchase until the succeeding August 15th. These payments can only be made by Credit Card.
- 3. **As for the subsequent Seasons, Late Buyers may choose a different payment option in accordance with the terms set out below in article 4 (Automatic Renewal of Membership).**

- a. *Purchase Membership During the Season After the First Home Game.* Memberships purchased at a later date than the first home game of the current regular Season could be eligible to a reduction of the Membership Fee. CF Montréal offers no guarantee that such an option will be available. Please contact CF Montréal for any further details. If authorized, the terms of payment provided for in Sections 2.1 and 2.3 may apply.
- b. *Automatic Membership Renewal.* With the purchase of a Membership for the upcoming CF Montréal Season, Members agree to an automatic renewal Membership program. Through this program, Members will have their Membership automatically renewed for the upcoming Season at the start of the payment cycle for the respective season, until such time as they choose to end their Membership. Members may opt-out of their automatic Membership renewal for the upcoming Season for a 15-day period prior to the start of their payment cycle for the respective season by completing the webform available at www.cfmontreal.com (the "Opt-Out Form"). Otherwise, the Membership of these Members will be renewed and maintained for the remainder of the ongoing Season and these Members will have to make all unpaid or future payments related to their subscription for the ongoing Season (always subject to the right of withdrawal hereinafter referred to in Section 5).
- c. *Right of Withdrawal.* Members may at any time and for any reason cancel their Membership with a 30-days' prior notice starting as of the receipt of the Form available at www.cfmontreal.com. However, Members will not receive any reimbursement for instalments payments made prior to the receipt of the Form by CF Montréal, nor for any payment made within the 30-day period. All Membership benefits will be suspended at the time of receipt of the Form.
- d. *No charge.* There is no fee or interest associated with the payment option chosen, nor to the Membership automatic renewal program.
- e. *Change in Fees and/or Benefits.* Any change to the price of the Membership or any material change to the Membership benefits will be communicated to Members at least 15 days prior to the automatic renewal start date each year. If Members wish to select a different payment plan at the start of each subsequent Calendar Year, they may do so by informing CF Montréal Member Services department prior to the start date of the payment cycle for the following Season provided that no change in a payment plan will be effective until confirmed in writing by the club.

IMPORTANT NOTE

Individuals or entities who subscribe to a CF Montréal 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 end their Membership as provided herein.

Procedure if Payment Due Date is Missed. If a Member is paying by cash or cheque, it is solely the Member's responsibility to ensure that payments are made prior to the due dates agreed. If a Member is paying by Credit Card or Interac and the Credit Card or Interac is declined for any given payment for any reason, CF Montréal will re-run the Credit Card or Interac 24 hours later, and again 48 hours after the payment was initially declined. If at any time, the due date for payment under any payment plan has elapsed and payment has not yet been made, CF Montréal will attempt to notify the Member by email and/or telephone. Notwithstanding the foregoing, if payment has not been made by a specified due date, irrespective of the Member's selected payment method and payment plan, all Membership benefits shall be suspended until the account is brought up to date. CF Montréal may resell tickets for future games otherwise reserved for the Member at any time while the Membership is suspended. If the Member's tickets for any future game are sold while the Membership is suspended and the Membership is subsequently restored, CF Montréal may, subject to availability, substitute other tickets for those that have been sold.

Note: You may cancel this contract without charge or penalty, for any reason, within 7 days of receiving a copy. In such a case, all reasonable costs of restitution of the goods forming the object of the contract shall be assumed by the merchant.

CF MONTRÉAL MEMBERSHIP TERMS AND CONDITIONS

1. REVOCABLE LICENSE

Every ticket issued pursuant to a Membership is a revocable license which may be withdrawn, and admission to any CF Montréal event for which a ticket has been issued may be refused at any time, in CF Montréal's sole discretion, upon refunding the purchase price allocated to the event in question. Such revocations may happen on a case-by-case basis or, at the CF Montréal's sole discretion, as it relates to the entire Membership.

2. PAYMENT AUTHORIZATION

The Member understands that by clicking "Agree" to this form, CF Montréal is authorized to invoice the Member for Membership dues in accordance with the payment terms that the Member selects. For all Membership payments, this payment authorization shall remain in effect for so long as the Membership remains in effect. The Member hereby represents and warrants that the Member has the authority to approve instalments and other payments related to the Membership Fee in accordance with the registered information. The Member understands and agrees that CF Montréal is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, CF Montréal's only responsibility is to correct it if and when CF Montréal receives notice of the error. All deposits and/or payments made are non-refundable. The Member understands that it is solely the Member's responsibility to ensure the Member's payment information is current and to notify CF Montréal of any deficiencies such that they may be remedied, and that the Member's failure

to do so within the specified time frame will result in a loss of Membership privileges and may result in a revocation of Membership. CF Montréal reserves the right to charge a processing fee of \$100 in the event a payment is refused for any reason. All Membership payments are due on the dates specified regardless of game cancellations or rescheduling – refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable game.

3. INDEPENDENCE OF MEMBERSHIP

If the Member cancels their Membership Account and subsequently subscribes to any other CF Montréal ticketing product, any instalment payments relating to the cost of its Membership Account made prior to its cancellation are forfeited and shall not be applied to such other ticketing product.

4. MEMBERSHIP RIGHTS / RESTRICTED PRIVILEGES

CF Montréal's acceptance of payment for a Membership from any individual or entity who is not the account holder for such Membership does not grant any rights to such Membership to such individual or entity. All rights or privileges associated with a Membership belong only to the account holder of record as entered into CF Montréal's records. CF Montréal reserves the right to require that any transaction pertaining to a Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.

5. TICKET RESALE RESTRICTIONS

Resale or attempted resale of any Membership or any match ticket at a price higher than that printed thereon or paid, including tax, unless previously expressly authorized in writing by CF Montréal, is prohibited, and CF Montréal may, in its discretion and in addition to any other remedy, seize match tickets and cancel the Membership without refund or other compensation. Except as prohibited herein, Members may transfer their match tickets to any person, provided that the Member shall be responsible for ensuring that any person using a 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 and the Member will be responsible for all acts and omissions of each Ticket User as if such act or omission was that of the Member.

6. PROHIBITION ON MEMBER BROADCASTING / PROMOTION

The Member is admitted to CF Montréal events on the condition that the Member undertakes, and the Member does hereby covenant, to not record, transmit or aid in recording or transmitting any description, report, picture or reproduction of the event to which the Member is admitted, nor to use any of CF Montréal's intellectual property for commercial purposes (including non-profit).

CF Montréal tickets, Membership privileges or CF Montréal trademarks may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without CF Montréal's express written consent.

7. TRANSFER OR SALE OF MEMBERSHIP PRIVILEGES

Members have no right to transfer their Membership to any person or entity, whether by a request to transfer the Membership into another name, or by an attempt to transfer the Membership by sale, donation, exchange, will or trust, property settlement, or to creditors, or by any other means. Any attempt by a Member to sell or otherwise transfer the Membership may result in the cancellation of the Membership. Notwithstanding the foregoing, CF Montréal:

1. hereby expressly allows Members to transfer or sell their game tickets to any Ticket User, provided that any such Member complies with the above Section 5; and
2. may allow an individual Member to request transfer of all Membership privileges to that Member's immediate family, and if the Member is a corporation, will allow a change in the name of the contact person for its account. A request to transfer Membership privileges to a family member or to change the contact person must be submitted to the CF Montréal's Member Services team in writing (via certified mail, return receipt requested), and must be supported by appropriate documentation (proof of relationship, official letterhead, signature of authorized company officer, etc.) satisfactory to CF Montréal. CF Montréal reserves the right to approve or reject any such requests for any reason. "Immediate family" means any person who is married or united in a civil or common-law way sharing the same domicile and descendants or ascendants.

8. PROMOTIONAL USE OF MEMBER IMAGE

The Member grants permission to CF Montréal, the participating Major League Soccer (the "MLS") clubs, MLS, Canadian Soccer Association ("CSA") and Soccer United Marketing and their agents to utilize the Member'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 Member's image or likeness in connection with the promotion of CF Montréal, the MLS, the CSA and the sport of soccer.

9. MEMBERSHIP PRIVILEGES SUBJECT TO BYLAWS

Use of game tickets is subject to compliance with the provisions of any bylaws or regulations of the City of Montreal and all terms and conditions of CF Montréal, as posted on the CF Montréal website, updated and revised from time to time, including but not limited to:

1. [Code of Conduct](#)
2. [Prohibited Items](#)
3. [Rules & Regulations](#)

10. OBJECTIONABLE CONDUCT

Members or Ticket Users engaging in disorderly or objectionable conduct in violation of CF Montréal and event venue policies may be ejected from the event in respect of which a ticket has been issued without refund of the ticket price.

If a Member or any Ticket User is ejected for any reason from an event in respect of which a ticket has been issued to the Member or otherwise acquired, CF Montréal reserves the right, in CF Montréal's sole discretion, to revoke the Membership.

11. RELEASE OF LIABILITY

THE MEMBER WILLINGLY 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 but not limited to the risk of lost, stolen or damaged property and the risk of personal injury or death, including all risk of injury or death resulting from the negligence or misconduct of other spectators, agrees to be bound by the terms printed on the back of each game ticket provided that if there is any necessary conflict between the terms on the game ticket and the terms of this Agreement, the terms of this Agreement will govern, and agrees that the MLS and CF Montréal, their respective affiliates, subsidiaries and related entities, and each of such entities' their respective employees, volunteers, players, officers, directors, partners, owners, sponsors, contractors and other agents shall not be responsible or liable for any loss, damage or injury resulting from such causes and are expressly released from same.

12. AGREEMENT MODIFICATION

CF Montréal reserves the right to amend these Terms and Conditions and the Membership Agreement terms in their sole discretion by posting such amendments (the "Amendments") to www.cfmontreal.com.

If Amendments are to take effect upon commencement of a subsequent Calendar Year, Members will be notified of any such Amendments prior to any renewal date for the Membership.

1. Amendments for security reasons

- If Amendments are to take effect during the current Calendar Year and in the discretion of CF Montréal are reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect and will not entitle a Member to any refunds of any payments made prior to the Amendments if the Member subsequently chooses to cancel the Membership as a result of the Amendments.

2. Amendments impacting your benefits

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

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

Without restricting the generality of the foregoing, CF Montréal reserves the right to:

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

13. MISCELLANEOUS

The Member confirms that he has been given the opportunity to obtain independent legal advice with respect to this Agreement and the CF Montréal Membership Agreement 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 contains 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 the province of Québec. The Member confirms that the Member is 18 years of age or older. The Member further confirms that the Member has read and understands this Agreement and agrees to be bound by its terms and conditions.

TERMS AND CONDITIONS ARE SUBJECT TO CHANGE PER SECTION 12 ABOVE