



MEMBERSHIP AGREEMENT FORM

50 Bay St. Suite 500 | Toronto, ON | M5J 2L2 | 416.360.GOAL | torontofc.ca

Toronto FC Membership

Maple Leaf Sports & Entertainment Partnership (“MLSE”) is proud to offer Toronto FC members (each a “Member”) the following membership benefits for each annual soccer season from January 1 to December 31 (each a “Season”). By completing this form and tendering payment to MLSE or accepting a ticket for a Season, you are enrolling in the TFC membership (“Membership”) for such Season and are agreeing to the following terms and conditions:

I. MEMBERSHIP

Membership includes the following:

| Description | Charges |
|---|---|
| <p>Scheduled Toronto FC Regular Season Major League Soccer (“MLS”) matches, one (1) Toronto FC CONCACAF Champions League* (“CCL”) home match, and two (2) additional Toronto FC matches (being home Canadian Championship matches and/or additional CCL matches, as determined by MLSE).</p> <ul style="list-style-type: none"> Membership includes tickets, and any associated club access, for all Toronto FC home matches for regular season MLS and for all home matches for the CC and CCL that are provided to the Member. <p>* Excluding Fieldside Seats. Fieldside Seat holders will be provided option to purchase best available CCL tickets.</p> | <p>Included in Membership base cost.</p> |
| <p>Toronto FC Playoff MLS Matches.</p> <ul style="list-style-type: none"> Membership automatically includes priority access to all home MLS playoff (the “Additional Matches”), subject to the exceptions set out in the Payment Terms. Members will be offered a presale opportunity to purchase seats for any Additional Matches. When possible, Members will also be given the opportunity to purchase additional tickets to the Additional Matches prior to public on-sale. | <p>Additional to Membership base cost. Additional charges will vary dependant on the number and type of Additional Matches.</p> |
| <p>Toronto FC II Membership.</p> <ul style="list-style-type: none"> Members receive a full Toronto FC II membership, which includes tickets for all Toronto FC II home matches, at no additional cost. | <p>Included in Membership base cost.</p> |

| Description | Charges |
|---|--|
| <p>Loyalty Rewards and Experiences Program.</p> <ul style="list-style-type: none"> The Loyalty Rewards and Experiences Program gives Members access to exclusive prizing, rewards, and Member exclusive events. | <p>Included in Membership base cost.</p> |
| <p>Additional Features and Benefits.</p> <ul style="list-style-type: none"> Members also enjoy other benefits as outlined on torontofc.ca/benefits | <p>Included in Membership base cost.</p> |

II. PAYMENT TERMS AND AUTOMATIC PAYMENT PROGRAM

By selecting a Membership, you are joining a membership that will renew annually and is subject to the following payment terms:

1. **Payment Plan Options.** Subject to Section 4 below, Members will have the option of three payment plans:
 - a. *Annual Plan:* This plan allows Members to pay 100% of the cost of their Membership for the following Season on or before the First Payment Date (as set out in the Notice). This payment may be made using Visa, MasterCard, or American Express (each a “**Credit Card**”), or cheque.
 - b. *Semi-Annual Plan:* This plan allows Members to pay 50% of the cost of their Membership for the following Season on or before the First Payment Date, and to pay the remaining balance on January 15th of the next calendar year. These payments may be made using a Credit Card or cheque.
 - c. *Monthly Payment:* This plan allows Members to pay for the cost of their Membership for the following Season by making ten (10) equal payments commencing on the First Payment Date, with the following payments being due on the 15th day (or next business day) of each of the nine (9) subsequent months. These monthly payments may be made by Credit Card only.

If the Member Credit Card on file is declined for a given payment for any reason, MLSE will re-run the Credit Card 24 hours later after the payment was initially declined. If at this point payment has not been made, the barcodes for the Member’s tickets and all other Membership benefits shall be suspended until payment in full is made. MLSE will attempt to notify the Member by email and/or telephone to request that the payment information be updated. If payment has not been made within ten (10) business days of the date payment was missed, MLSE may remove the Member’s tickets their account and terminate their Membership.

2. **Automatic Payment Program.** In connection with a Member’s purchase of a Membership for the upcoming Season, Member is subject to an automatic payment program (the “**Payment Program**”). Through the Payment Program, the Member will have its Membership automatically renewed for the upcoming Season on the relevant First Payment Date, until such time as Member or MLSE chooses not to renew the Membership.

Individuals or entities who purchase a 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 change their then

current payment plan, opt-out of their Membership, or whose Membership is terminated by MLSE as provided herein.

3. Notice. MLSE may provide each Member with notice at least thirty (30) days in advance of each upcoming renewal date (the “**Notice**”). The Notice shall include: (i) the relevant renewal date (the “**First Payment Date**”); (ii) new Membership pricing; (iii) any material changes to the Terms and Conditions; and (iv) method for Member to indicate its desire not to renew its membership.

4. Change of Payment Plan. If Member wishes to select a different payment plan at the start of a subsequent Season, Member may do so by informing Toronto FC Service Team prior to the First Payment Date for the following Season; provided that no change in a payment plan will be effective until it is confirmed in writing by MLSE.

5. Cancel. Members may cancel their Membership at any time during a Season for any reason with 30 days’ notice by completing the web-form found on torontofc.ca/cancel Members who cancel their Membership will not receive any refunds for any installment payments made prior to the effective date of cancellation (being 30 days from the date of correct completion and submission of the web-form) and will have all membership benefits suspended as of the effective date of cancellation.

6. Pro-Rated Membership Dues. Memberships purchased on a date after the first regular Season home match has been played in the then current Season may be eligible for reduced Membership dues for such Season. Please contact MLSE for further details regarding pro-rated Membership dues.

7. Purchasing Membership after First Payment Date. Individuals or entities that purchase a Membership for an upcoming Season after the First Payment Date of a current Season or that purchase their Membership for a current Season while it is ongoing (“**Late Purchasers**”) will not have access to the payment plans set out in Section 1 for the first Season of their Membership. Instead, Late Purchasers will have access to the following three payment plans:

- a. *Lump Sum.* This plan allows Late Purchasers to pay 100% of the cost of their Membership at the time of purchase. This payment may be made using a Credit Card, or by or cheque.
- b. *Two Installments.* This plan allows Late Purchasers to pay, if purchasing their Membership for a Season prior to January 15 of that Season, for their Membership in two equal installments. The first installment will be due at the time of Membership purchase and the second will be due on January 15 of the current Season. These payments may be made using a Credit Card, or cheque.
- c. *Monthly Installments.* This plan allows Late Purchasers to pay, if paid using a Credit Card only, for their Membership in equal monthly installments starting on the date of purchase and concluding on a date to be stipulated by MLSE. Monthly installments are due on the 15th day of each month. Late Purchasers will pay a lump sum to catch up to the current payment plan period before continuing with equal monthly installments.

Late Purchasers may select a different payment plan for subsequent Seasons subject to the conditions set out in the above Section 2.

III. MEMBERSHIP TERMS AND CONDITIONS

Toronto FC Membership Terms and Conditions (which are attached hereto and can be found at www.torontofc.ca) shall apply to all Memberships, and the Member accepts the Terms and Conditions and agrees to be bound thereby.

TORONTO FC MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions, together with all ticket order and account information submitted by a Member (collectively the “**Terms and Conditions**”) shall apply to the purchase and use by the Member of a Toronto FC membership (the “**Membership**”) from Maple Leaf Sports & Entertainment Partnership (“**MLSE**”). For the purposes of these Terms and Conditions, “**Toronto FC**” means the professional Major League Soccer (“**MLS**”) team and United Soccer League (“**USL**”) team operated by MLSE, and “**Member**” means the individual or entity entered on the records of MLSE as being the account holder in respect of the purchase of a Membership. By tendering payment to MLSE or accepting a ticket related to a Membership, the Member signifies its acceptance of these Terms and Conditions and its agreement to be bound thereby.

1. GENERAL.

- a. The Member acknowledges and agrees that: (i) subject to the termination rights specified herein, the Membership is provided for a single MLS season and will expire on December 31st following the MLS season for which the Membership has been purchased; (ii) the purchase of a Membership for any season does not entitle the Member to renew any Membership for any subsequent season; and (iii) notwithstanding anything to the contrary in these Terms and Conditions, the opportunity to renew the Membership is a personal privilege granted by MLSE which may be withdrawn by MLSE at any time and that neither party has the right or obligation to renew a Membership.
- b. These Terms and Conditions supplement the terms and conditions printed on the reverse side of each Toronto FC ticket (the “**Ticket Back Terms**”) which also apply to the Member and each individual using any of the Member’s tickets from time to time. If any of these Terms and Conditions conflict with the Ticket Back Terms, these Terms and Conditions shall prevail to the extent of the conflict.

2. REVOCABLE LICENSE

Without limiting the generality of the foregoing, the Member acknowledges that each ticket issued pursuant to a Membership is a limited, revocable license to attend the game described on the ticket face. As a revocable license, each ticket may be revoked at any time (including before or after MLSE delivers the ticket) for any reason by MLSE, and, upon such revocation, MLSE shall refund or credit the holder of the ticket in the amount of the stated face value of the ticket, less the portion of any discount allocable to that ticket as a result of the ticket having been purchased as part of a ticket package. MLSE shall have no liability in connection with the revocation of a ticket other than the aforementioned refund or credit. MLSE’s right to revoke described in this Section is in addition to any other right of MLSE to terminate set forth in these Terms and Conditions or otherwise.

3. PAYMENT AUTHORIZATION

The Member understands that by selecting a Membership and a related payment plan, MLSE is given authorization to bill the Member for Membership dues in accordance with the payment plan that the Member selects. For all Membership payments, this payment authorization shall remain in effect for so long as the Membership remains active. The Member hereby represents and warrants that the Member has the authority to approve charges in accordance with the listed payment information for the purpose of paying the Member’s Membership dues. The Member understands and agrees that MLSE is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, MLSE’s only responsibility is to correct it if and when MLSE receive 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 MLSE 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 suspension or loss of Membership privileges and may result in a revocation of Membership. MLSE reserves the right

to charge a processing fee of CAD\$50.00 in the event a payment is refused for any reason. Under all Memberships, all payments are due on the dates specified regardless of match cancellations or rescheduling – refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable match.

4. MEMBERSHIP RIGHTS / PRIVILEGES RESTRICTED

- a. MLSE'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. Any rights or privileges associated with a Membership belong only to the account holder of record as entered on MLSE's records. MLSE reserve 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.
- b. MLSE reserves the right, in its sole discretion, to terminate a Membership account, to suspend a Member's Membership, to withdraw or restrict access to certain Membership privileges, or to not offer to renew the Member's Membership, if MLSE (acting reasonably) determines that there has been a breach of these Terms and Conditions on the part of the Member or a breach of the Ticket Back Terms on the part of the Member or any individual using any of the Member's tickets.

5. PRE-EMPTION

The Member acknowledges and agrees that Toronto FC and/or MLS may cancel, postpone, reschedule or relocate matches included in the Member's Membership for any reason, as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of Toronto FC matches ("**Pre-emption**").

6. TICKET TRANSFERS

Member shall be responsible for ensuring that any person using its Membership tickets (regardless of whether that person is the initial transferee or a subsequent transferee, each a "**Ticket User**") complies with all Terms and Conditions 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.

7. PROHIBITION ON MEMBER BROADCASTING / PROMOTION

- a. The Member and each Ticket User is admitted to Toronto FC events on the condition that the Member agrees that the Member or Ticket User will not record or transmit or aid in recording or transmitting any description, account, picture or reproduction of the event to which the Member or Ticket User is admitted.
- b. Toronto FC tickets or Membership privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without MLSE's express written consent.

8. 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, gift, will or trust, property settlement, or to creditors, or by any other means. Any attempt by a Member to sell or otherwise transfer their Membership may result in the cancellation of the Membership. Notwithstanding the foregoing, MLSE:

- a. hereby expressly allow Members to transfer or sell their match tickets to any Ticket User provided that any such Member complies with applicable laws and Sections 6 and 7; and

- b. may allow an individual Member to request transfer of all Membership privileges to a member of that Member's immediate family at no cost (please see Family Transfer Form for more information). A request to transfer Membership privileges to member outside of the Member's immediate family can be made via a TFC Membership Transfer Form and payment of the \$50 service fee (please see the TFC Membership Transfer Form for more information). MLSE reserves the right to approve or reject any such requests for any reason.

9. PROMOTIONAL USE OF MEMBER IMAGE

The Member, both for the Member and for any Ticket User, grants permission to Toronto FC, MLSE, the participating MLS clubs, MLS and Soccer United Marketing ("**SUM**") and their agents, to utilize the Member or 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 Member or Ticket User is admitted, and further authorizes the use of the Member or Ticket User's image or likeness in connection with the promotion of Toronto FC, the MLS and the sport of soccer.

10. MEMBERSHIP PRIVILEGES SUBJECT TO BYLAWS AND STADIUM RULES

The Member's Membership remains subject at all times to the compliance of the Member: (i) with these Terms and Conditions; (ii) with applicable laws (including, but not limited to, bylaws or regulations of the City of Toronto); (iii) with respect to each individual using any of the Member's tickets from time to time, with the Ticket Back Terms; and (iv) with all stadium policies, including, without limitation, the following:

- a. Compliance with BMO Field fan code of conduct;
- b. Users are prohibited from bringing cans, bottles and containers for ice or beverages in the stadium;
- c. Users are prohibited from throwing objects in the stands or onto the playing area;
- d. Users shall comply with any request by stadium security to display the contents of bags, boxes, packages, etc.; and
- e. Users shall retain the stub of their ticket and/or Membership documentation on their person at all times while in the stadium pursuant to the right of admission evidenced by the ticket and/or Membership documentation and shall produce the ticket and/or Membership documentation upon request by any stadium representative.

In each case of (ii) to (iv) as may be established, enacted, modified, amended, supplemented or restated from time to time.

11. OBJECTIONABLE CONDUCT

- a. Members or Ticket Users engaging in disorderly or objectionable conduct in violation of Toronto FC and BMO Field stadium policies may be ejected from the event in respect of which a ticket has been issued without refund of the ticket price.
- b. 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, MLSE reserve the right, in MLSE's sole discretion, to revoke the Membership related to such ticket.

12. RELEASE OF LIABILITY

THE MEMBER, BOTH FOR THE 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 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, (ii) agrees to be bound by the Ticket Back Terms, and (iii) AGREES THAT MLSE, MLS, SUM, THE BOARD OF GOVERNORS OF EXHIBITION PLACE, THE CITY OF TORONTO AND TORONTO FC, 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 (THE "**TORONTO FC PARTIES**"), SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED BY THE MEMBER OR A TICKET USER 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 AND EXPRESSLY RELEASES THE TORONTO FC PARTIES FROM THE SAME.

13. AMENDMENTS AND TERMINATION

- a. MLSE reserve the right to amend these Terms and Conditions and the Toronto FC Membership Form terms in its sole discretion by posting such amendments (the "**Amendments**") to torontofc.ca.
- b. If Amendments are to take effect upon commencement of a subsequent Season, Members will be notified of any such Amendments prior to the renewal date for the Membership.
- c. If Amendments are to take effect during the current Season and in the discretion of MLSE is reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect. In such case, the Member will not be entitled to any refund of any payments made prior to the Amendments if the Member subsequently chooses to cancel the Membership as a result of the Amendments.
- d. If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Members or impose any additional material obligations, as determined by MLSE, and are not implemented by MLSE 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 MLSE 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 MLSE's sole discretion.
- e. Without restricting the generality of the foregoing MLSE reserve the right to:
 - (i) relocate Members during the regular season and at any time during the playoffs to accommodate broadcast, MLS requirements, or security requirements, or for any other reasonable purpose in MLSE's sole discretion, and Members will not be eligible for any refund of any installment payments made prior to the relocation if the Member subsequently chooses to cancel the Membership as a result of the relocation;
 - (ii) modify Membership pricing for future Seasons;
 - (iii) terminate a Membership without cause on providing Member with 30 days advanced notice.

14. MISCELLANEOUS

The Member confirms that the Member has been given a full opportunity to obtain independent legal advice with respect to these Terms and Condition and the Toronto FC Membership Form 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 these Terms and Conditions shall in no way affect the validity of

any other provision hereof. These Terms and Conditions and the Toronto FC Membership Form 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. These Terms and Conditions are wholly governed by the laws of Ontario. The Member confirms that the Member is 19 years of age or older. The Member further confirms that the Member has read and understands these Terms and Conditions and the Toronto FC Membership Form and agrees to be bound by their terms and conditions.

TERMS AND CONDITIONS ARE SUBJECT TO CHANGE PER SECTION 13 ABOVE