

# 2021 POSTSEASON LUXURY SUITE LICENSE AGREEMENT

YOUR PURCHASE OF A 2021 LUXURY SUITE PACKAGE IS SUBJECT TO THE TERMS & CONDITIONS SET OUT BELOW. PLEASE READ CAREFULLY.

## 1. DEFINITIONS

For the purposes of this Agreement:

“**Additional Tickets**” means any additional Tickets to a Luxury Suite purchased by Licensee which are in addition to, and not included as part of, the Package;

“**Agreement**” means this 2021 Postseason Luxury Suite License Agreement;

“**Club**” means Rogers Blue Jays Baseball Partnership;

“**Fee**” means the license fee for the Package and any Additional Tickets purchased by Licensee, plus applicable taxes, that is due and payable by Licensee, all as set forth in a Luxury Suite Confirmation;

“**License**” has the meaning set forth in Section 2; hereof;

“**Licensee**” means the adult individual or legal business entity to whom the luxury suite account specified on a Luxury Suite Confirmation (the “**Luxury Suite Account**”) is registered and identified as Licensee in Licensor’s and Club’s Luxury Suite Account database;

“**Licensor**” means Rogers Sports Holdings Inc. in its capacity as general partner of Rogers Stadium Limited Partnership;

“**Luxury Suite**” means the luxury suite located in the Stadium which is referenced in a Luxury Suite Confirmation;

“**Luxury Suite Confirmation**” means the Ticketmaster order confirmation form, the Club post-sale confirmation email, and any invoice or other documentation or communication issued to Licensee by or on behalf of Licensor or the Club;

“**MLB**” means Major League Baseball;

“**Package**” means a luxury suite package pursuant to which Licensee is granted the right to occupy a Luxury Suite at the Stadium during a specified number (i.e., one (1) or more) of Postseason Games during the Postseason, and which includes a pre-determined number of Tickets which accompany the applicable Luxury Suite;

“**Postseason**” means the 2021 Major League Baseball postseason, which includes the Wild Card / American League Division Series, American League Championship Series; and World Series;

“**Postseason Game**” means a *Toronto Blue Jays* home game that is played at the Stadium as part of the Postseason, including, for certainty, any of the following: (a) a Wild Card game (including a game played as part of any Wild Card Series), (b) a game played as part of an American League Division Series, (c) a game played as part of the American League Championship Series, and (d) a game played as part of the World Series. For certainty, Postseason Games do not include All Star or tie-breaker games;

“**Stadium**” means the *Rogers Centre*® stadium located at One Blue Jays Way, Toronto, Ontario, Canada, M5V 1J1; and

“**Tickets**” means those Postseason Game admission tickets issued to Licensee for use in connection with a Luxury Suite, as are specified on a Luxury Suite Confirmation, including any Additional Tickets. For certainty, Tickets will include physical admission tickets, digital admission tickets (which, for certainty, includes tickets delivered to smartphones or mobile devices), any membership or access cards issued to Licensee in addition to or in place of the foregoing, as well as any locator slips or other similar documents printed or issued pursuant to any of the foregoing.

## 2. GRANT OF EXCLUSIVE LICENSE

**Grant** – Licensor hereby grants to Licensee, subject to the terms and conditions set forth herein, a non-renewable, revocable license to use the Luxury Suite specified on the Luxury Suite Confirmation (the “**License**”). Licensee shall be entitled to the exclusive use of the Luxury Suite and to the accompanying Tickets for each Postseason Game included in the applicable Package selected by Licensee as set forth in the Luxury Suite Confirmation.

This Agreement must be read in conjunction with any Luxury Suite Confirmation and is offered to Licensee subject to the terms and conditions set forth below and those terms and conditions included in any Luxury Suite Confirmation, brochure or other material describing any Luxury Suite package purchased by Licensee, as well as those additional specific conditions communicated by or on behalf of Licensor or the Club from time to time.

THE ACT OF EITHER (A) MAKING FULL OR PARTIAL PAYMENT (INCLUDING BY WAY OF APPLICATION OF ACCOUNT CREDIT) FOR THE PACKAGE TO WHICH THIS AGREEMENT APPLIES, WHETHER EFFECTED BY LICENSEE DIRECTLY OR ON LICENSEE’S BEHALF, OR (B) CONFIRMING ACCEPTANCE TO THIS LICENSE AS PART OF THE PROCESS OF PURCHASING THE PACKAGE TO WHICH THIS AGREEMENT APPLIES, WHICHEVER OCCURS FIRST, WILL CONSTITUTE LICENSEE’S ACCEPTANCE OF THE AGREEMENT. LICENSEE IS ABSOLUTELY RESPONSIBLE FOR ANY VIOLATION OF THE AGREEMENT, WHETHER COMMITTED BY LICENSEE, BY ANY PERSON ATTENDING THE LUXURY SUITE LICENSED TO LICENSEE, OR ANY PERSON IN POSSESSION OF ANY TICKET(S) ISSUED TO LICENSEE.

## 3. FEE AND TAXES

**Payment of Fee** - Licensee agrees to pay the Fee specified at the time of purchase and/or included on a Luxury Suite Confirmation in accordance with the payment option selected, including, but not limited to, doing so by the applicable due date(s) as are stipulated. Licensee’s License to use the Luxury Suite shown in a Luxury Suite Confirmation is not guaranteed until Licensee has paid the Fee in full.

**Payment of Taxes** - Licensee agrees to pay all provincial taxes (including amusement and retail sales taxes), all federal taxes (including GST/HST), all municipal taxes (including any realty taxes, special assessments, whether levied directly on the Luxury Suite or levied against the Stadium to the extent such taxes relate to the use of the Luxury Suite) and all taxes or charges which may be applied to the Fee or other fees and charges under the Agreement by any competent authority from time to time.

**Additional Charges** - Licensee agrees to reimburse Licensor upon demand for the costs of any necessary additional cleaning or maintenance of the Luxury Suite or to the fixtures, furnishings and equipment therein which result from any action, willful damage, neglect or omission by Licensee or those for whom it is at law responsible.

## 4. FOOD, BEVERAGES AND HOSTING

**Food and Beverage Order** - All food, liquor, beer or other beverages served in the Luxury Suite must be prepared or supplied by a party authorized and designated by Licensor in its sole and absolute discretion. No food or beverages from outside of the Stadium shall be permitted to be brought into the Stadium. Licensor’s service representative may be in contact with Licensee prior to Licensee’s use of the Luxury Suite to arrange for Licensee’s food and/or beverage order, as applicable. Licensee may be required to provide a credit card to Licensor’s designated supplier for its food order, beverage order and/or hosting expenses, as applicable.

**Compliance** - All Stadium luxury suites are required by law to be staffed by a “SMART SERVE” trained host to supervise and manage the service of alcoholic beverages. Unless otherwise indicated in writing in this Agreement, the host will be provided by Licensor or a party authorized and designated by Licensor at Licensee’s sole cost and expense. All consumption of alcoholic beverages must be in compliance with the *Ontario Liquor Licence Act*, the regulations promulgated thereunder and the Stadium liquor license and, as a result, the serving of alcoholic beverages will cease at the end of the eighth inning of any Game and otherwise as required by law.

**Additional Charges** - Unless otherwise indicated in writing in this Agreement, the Fee does not include the cost of food, beverages or hosting services, which costs shall be the sole responsibility of Licensee. Licensee agrees to pay all applicable outstanding food, beverage and hosting expenses immediately after each Game or as otherwise required by Licensor or by a party authorized and

designated by Licensor. If required by Licensor, Licensee agrees to make such payment directly by credit card or otherwise to Licensor's authorized designee.

#### 5. TICKETS; RULES AND REGULATIONS

**Valid Ticket Required** - A valid Ticket to each Postseason Game included in the Package is required for entry to the Stadium and the Luxury Suite. Licensor reserves the right to deny the entry to the Stadium and/or the Luxury Suite of any person without a valid Ticket. The number of Tickets to which Licensee is entitled in connection with the License is set forth in the Luxury Suite Confirmation. Such Tickets are valid only for admission to the Luxury Suite and not for admission to any other luxury suite or seating area within the Stadium. Licensee hereby acknowledges and agrees that all Ticket holders are subject to the 2021 *Toronto Blue Jays* Postseason Ticket Terms and Conditions available at [www.bluejays.com/ticketterms](http://www.bluejays.com/ticketterms), the terms and conditions accompanying such Tickets (which terms and conditions may be printed on the Tickets themselves, in the case of paper or printed PDF Tickets, or may be otherwise communicated or linked to the applicable Tickets, in the case of mobile or other forms of digital Tickets), as well as any and all such other terms and conditions applicable to same, and that any violation of such Ticket terms and conditions shall be deemed to be a breach of this Agreement by Licensee. Club seat tickets (if any) included with the payment of the Fee shall not entitle the holder thereof to access any of the Stadium luxury suites. Club seat tickets (if any) included with the payment of the Fee may not be exchanged and are non-refundable.

**Game Time Subject to Change and Access to Luxury Suite** - The start time of a Postseason Game included in a Package is subject to change without notice. In the event of any change to the scheduled start time of any Postseason Game included in the Package, Licensee shall not be entitled to (a) any refund of, or reduction in, the Fee, or (b) substitute such Postseason Game with a different Postseason Game in the same Postseason or any subsequent MLB regular season or postseason. The Luxury Suite is accessible starting at the time that the gates open for the applicable Postseason Game and will be closed one half (1/2) hour after the completion of the applicable Game.

**Rules and Regulations Regarding Use** - Licensor may, from time to time, make such rules and regulations not inconsistent with this Agreement governing the use, occupation and access to or from the Luxury Suite and the Stadium as Licensor may, in its sole discretion, deem advisable. Licensee acknowledges that Licensor has the authority to waive compliance with any such rule or regulation for any one or more of the luxury suites or users of the Stadium. Licensor shall neither be obligated to enforce, nor be liable to Licensee for, any breach of such rules or regulations by a person in any luxury suite at the Stadium.

#### 6. LICENSE IS PERSONAL

**Assignment by Licensee** - The License is personal to Licensee and may not be assigned, sublicensed, sold or otherwise transferred by Licensee to any other party without the prior written consent of Licensor, which consent may be arbitrarily and unreasonably withheld. Any attempted assignment, sublicensing, sale or other transfer of the License in contravention of the foregoing shall be of no force or effect and shall constitute a breach of this Agreement.

**Limitations on Use of Tickets** - In addition to any limitations contained elsewhere in this Agreement, the following specific limitations shall apply to Tickets obtained by Licensee pursuant to this Agreement:

- (a) Licensee shall not sell, offer for sale or attempt to sell any Ticket(s) in violation of any federal, state, provincial or local law, ordinance, rule or regulation;
- (b) Unless otherwise consented to in writing by Licensor in advance, which consent may be arbitrarily and unreasonably withheld, Licensee shall not, in return for cash or other valuable consideration, transfer to one or more third parties all or substantially all of the Tickets for more than twenty-five percent (25%) of the total number of Postseason Games included in the Package; and
- (c) Licensee shall not use the Ticket(s) or any of the rights granted pursuant to this Agreement for advertising, promotion (including contests, giveaways and sweepstakes) or any other trade or commercial purpose. Unless otherwise consented to in writing by Licensor in advance, which consent may be arbitrarily and unreasonably withheld, any offer or attempt to transfer or actual transfer by Licensee of Tickets or any of the rights hereunder to a third party for profit (e.g. in return for cash or other valuable consideration in an amount that exceeds the amount paid by Licensee hereunder for such Tickets and/or rights) is considered to be a commercial purpose and violates the foregoing limitation. For clarity, the hosting by Licensee of Licensee personnel or current or potential business clients or customers in the Luxury Suite shall not, in isolation, constitute a commercial purpose in violation of the foregoing limitation.

**Assignment by Licensor** - Licensee acknowledges that Licensor (and its assignee) shall at all times have an unfettered right to assign all or any part of this Agreement and the obligations hereunder as Licensor (or its assignee) may in its absolute discretion determine from time to time and Licensor shall be released of and from any and all obligations and covenants herein.

#### 7. CREDIT CARD AUTHORIZATION

Being the cardholder or corporate officer, by accepting this Agreement, Licensee understands and agrees to the terms set forth in this Agreement, agrees to pay, and specifically authorizes Licensor to charge the credit card provided by Licensee as its payment method for all charges contemplated in this Agreement. In the event the credit card provided by Licensee becomes invalid, Licensee will provide Licensor with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed pursuant to this Agreement. Licensee hereby warrants and represents that they have the authority to provide the aforesaid authorization. Licensor will perform an initial credit card authorization for the payment(s) due pursuant to this Agreement to validate available credit and may perform further authorizations for additional amounts payable at later dates.

#### 8. ADDITIONAL RESTRICTIONS

**Additional Restrictions** - Licensee hereby acknowledges and agrees that during the 2020 and 2021 Major League Baseball seasons, the severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2" or the "Coronavirus"), the COVID-19 coronavirus disease (including any strains, variants or mutations thereof) (collectively, "COVID-19"), and the resultant pandemic that was declared by the World Health Organization (the "Pandemic") have led and may continue to lead to certain requirements, restrictions, and limitations impacting the playing of the *Toronto Blue Jays*' spring training, regular season, and postseason games. By way of illustration and not limitation, relevant requirements, restrictions, and limitations have included and may continue to include border closures and numerous different local, county, provincial, state, and federal governmental orders and directives in the United States and Canada. For the purposes of this Agreement, all existing and future requirements, restrictions, and limitations that actually or reasonably have the potential to impact the playing of the *Toronto Blue Jays*' games, the tickets sold and/or committed to those games, the luxury suites or other premium spaces within the Stadium sold and/or committed to those games (including any requirement to provide evidence of full COVID-19 vaccination or negative COVID-19 test result in order to enter the Stadium), and/or any of Rogers Blue Jays Baseball Partnership (the "Club") or Licensor's processes, procedures, or operations for those games will be referred to as the "Restrictions".

#### 9. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

**Acknowledgement and Assumption of Risk** - Licensee recognizes that attendance in or at the Stadium for baseball games or any other reason by Licensee and/or its guests, its invitees and those for whom Licensee is at law responsible, including any minor(s) accompanying Licensee (collectively, the "Attendees") is voluntary and may result in illness, physical and/or mental injuries, medical complications, disability, death, and/or property damage, both foreseen and unforeseen. Licensee, by accepting the Agreement, by using a Ticket, by attending or observing a Postseason Game, or by participating in any attractions offered in connection with a Postseason Game ("Attractions") or otherwise in or at the Luxury Suite or the Stadium, acknowledges and assumes (on behalf of themselves and any Attendee(s)) all risks and dangers associated with being a spectator before, during, and after a baseball game or other event taking place at the Stadium (including all warm-ups, practices, pre-game, post-game, and between-inning activities, promotions, and competitions) whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by thrown bats; bat fragments; thrown or batted balls; thrown, dropped, or launched items; projectiles; protective netting flexing inward toward the spectator seating area; persons; animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators. Further, and without limiting the generality of the foregoing, Licensee acknowledges and understands that by attending in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Luxury Suite and/or the Stadium for any reason, including for the purpose of viewing

any Postseason Game, Licensee (and/or any Attendee(s)) may be exposed to the Coronavirus, COVID-19, influenza, or other airborne, aerosolized or surface transmissible infections and/or communicable diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "**Communicable Diseases**"). Licensee acknowledges and understands that SARS-CoV-2 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness or death from the Coronavirus and COVID-19. THE CLUB AND LICENSOR CANNOT GUARANTEE THAT LICENSEE (AND/OR ANY ATTENDEE(S)) WILL NOT BECOME EXPOSED TO OR INFECTED WITH THE CORONAVIRUS, COVID-19, OR ANY OTHER COMMUNICABLE DISEASES, DESPITE ANY SANITIZATION OR OTHER EFFORTS THAT MAY BE IMPLEMENTED IN ORDER TO MITIGATE SUCH DANGERS.

#### 10. RELEASES OF LIABILITY AND RELATED COMMITMENTS AND ACKNOWLEDGMENTS

**Release by Licensee.** Licensee agrees (on behalf of themselves and any Attendee(s)) that Licensor, the Club, the MLB Entities (as defined herein), their past, present and future corporate affiliates, successors, assigns, and each of their respective players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, independent contractors and volunteers (collectively, the "**Released Entities**"), will not be responsible for any personal illness, physical and/or mental injuries, medical complications (including death) disability or injury, property damage, or other loss, both foreseen and unforeseen, suffered by Licensee (or any Attendee(s)) as a result of (a) attendance in or at the Stadium (including, but not limited to, in or at the Luxury Suite and/or any common areas of the Stadium), (b) participation in, attendance at, and/or observation of any Postseason Game or any Attractions taking place in or at the Stadium and/or the Luxury Suite, and/or (c) the negligence of any of the Released Entities. Without limiting the generality of the foregoing, Licensee specifically acknowledges the extremely contagious nature of SARS-CoV-2 and voluntarily assumes the risk that Licensee (and/or any Attendee(s)) may be exposed to or infected by one or more Communicable Diseases while attending Postseason Games or otherwise being present in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Stadium, the Luxury Suite or any other facilities under the control of either of the Club and/or Licensor, and that such exposure or infection may involve the RISK OF SERIOUS PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, PERMANENT DISABILITY AND/OR DEATH, BOTH FORESEEN AND UNFORESEEN. Licensee understands that the risk of becoming exposed to or infected with any Communicable Diseases while attending Postseason Games or otherwise being present in or at (or interacting with staff, participants and/or any other individuals present in or at) the Stadium, the Luxury Suite or any other facilities under the control of either of the Club and/or Licensor may result from the actions, omissions, or negligence of others and/or Licensee and/or any Attendee(s), including, but not limited to, the Released Entities. LICENSEE (ON BEHALF OF THEMSELVES AND ANY ATTENDEE(S)) HEREBY EXPRESSLY ASSUMES ALL SUCH RISKS AND DANGERS, WHETHER PRESENTLY KNOWN OR UNKNOWN, AND SPECIFICALLY RELEASES EACH OF THE RELEASED ENTITIES FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND ARISING OUT OF, ON ACCOUNT OF, OR RELATING TO ANY PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, DISABILITY OR RESULTING DEATH (INCLUDING BUT NOT LIMITED TO PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, DISABILITY OR RESULTING DEATH FROM THE CORONAVIRUS, COVID-19, OR ANY OTHER COMMUNICABLE DISEASES) BOTH FORESEEN AND UNFORESEEN OF LICENSEE (OR ANY ATTENDEE(S)) ARISING OUT OF OR RELATED TO ANY OF THE SERVICES DESCRIBED IN THIS AGREEMENT, PARTICIPATION IN, ATTENDANCE AT, AND/OR OBSERVATION OF, AS APPLICABLE, ANY POSTSEASON GAMES, ATTRACTIONS OR ATTENDING OR OTHERWISE BEING PRESENT IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE LUXURY SUITE AND/OR THE STADIUM.

Licensee further acknowledges and agrees that Licensee will not attend at the Stadium (including, but not limited to, the Luxury Suite) or use any Ticket, or knowingly allow any Attendee(s) to attend at the Stadium or use any Ticket, if, within fourteen (14) days preceding the Postseason Game to which such Ticket relates, Licensee or any Attendee(s) (i) tested positive or presumptively positive for COVID-19 or any other Communicable Disease, (ii) has been identified as a potential carrier of COVID-19 or any other Communicable Disease, (iii) experienced any symptoms commonly associated with COVID-19 or any other Communicable Disease, (iv) has been in direct contact with or in the immediate vicinity of any person who is confirmed or suspected of being infected with COVID-19 and/or any other Communicable Disease, or (v) is required and/or advised (whether pursuant to applicable law or guidance of public health authorities) to self-isolate, quarantine or otherwise refrain from attending at public gathering places. Licensor reserves the right to add to and/or modify the foregoing restrictions.

Licensee (on behalf of themselves and any Attendee(s)) further releases the Released Entities from and against any and all claims which Licensee and/or any Attendee(s) has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast or exhibition of advertisements, promotions, content, programs, and/or materials in which recordings or photographs of Licensee or any Attendee(s) to a Game and/or Attraction appear.

Licensee further acknowledges and agrees that the Restrictions and/or other matters that have or will result from the Coronavirus, COVID-19, any other Communicable Disease and the Pandemic (including, but not limited to, recommendations from public health authorities, guidance and requirements of the MLB Entities, and other relevant policies and guidelines) may reasonably necessitate that the Club and/or Licensor modify and update policies, procedures, and/or operations. By way of illustration and not limitation, evolving public health guidelines (such as social distancing recommendations), could reasonably necessitate that the Club and/or Licensor modify the maximum capacity of the Luxury Suite, seating/standing distribution at / in the Stadium or the Luxury Suite and/or entrance protocols at the Stadium for Postseason Games. Licensee acknowledges and agrees that under no circumstances will Licensor be in breach of or default under this Agreement as a result of implementing any of the aforementioned modifications or updates, whether or not such modifications or updates impact the Ticket(s) forming part of this Agreement or Licensor's ability to deliver one or more of the items as specified under this Agreement.

LICENSEE, BY ACCEPTING THIS AGREEMENT AND/OR BY ATTENDING A POSTSEASON GAME OR ATTRACTION OR OTHERWISE ATTENDING IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE STADIUM OR THE LUXURY SUITE, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED ENTITIES TO THE FULLEST EXTENT PERMITTED BY LAW. LICENSEE IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF ANY ATTENDEE(S). IF LICENSEE DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF ANY ATTENDEE(S), LICENSEE MUST NOT PERMIT SUCH ATTENDEE(S) TO ENTER THE LUXURY SUITE. THE FOREGOING RELEASES WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

#### 11. INDEMNITY

**Indemnity by Licensee** - Licensee agrees to indemnify and hold each of the Released Entities harmless from and against any liability, losses, claims, demands, costs and expenses (including legal fees) (collectively, the "**Claims and Costs**") arising out of or in any way related to

- (a) any personal injury (including illness or death) or property loss or damage occurring in or upon the Luxury Suite or the Stadium due to any contravention of the provisions of this Agreement, Stadium rules and regulations or any applicable laws, rules, regulations or orders of any governmental agency having jurisdiction over the Stadium or the Luxury Suite (whether the contravention is due to the action or omission of Licensee or any Attendee); or
- (b) due to any negligence or wilful act by Licensee or any Attendee(s).

The foregoing indemnity obligation shall be limited only to the extent that the applicable Claims and Costs are caused solely and directly by the gross negligence or wilful misconduct of any of the Released Entities.

Licensee hereby agrees not to make any claim or to take any actions or proceedings of any type in respect of any matter referred to above against any of the Released Entities or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Released Entities.

## 12. ADDITIONAL COVENANTS

**Additional Covenants of Licensee** - Licensee covenants and agrees with Licensor as follows:

- (a) Licensee shall be and remain fully liable and responsible for the acts and omissions of: (i) any Attendee(s); and (ii) its assignees;
- (b) Licensee and any Attendee(s) shall abide by and observe the rules and regulations established from time to time by Licensor applicable to the Luxury Suite or to the Stadium;
- (c) Licensee shall not allow persons into the Luxury Suite unless they possess Tickets for the Luxury Suite and for the Postseason Game being attended;
- (d) Licensee and any Attendee(s) shall at all times maintain proper decorum while using the Luxury Suite and shall comply with all federal, provincial and municipal laws, by-laws, ordinances, orders, rules and regulations and all orders and directives from the City of Toronto Police, Department of Health and Fire Department including, but not limited to, any regulations prohibiting persons from bringing food or liquor into the Stadium. Licensee shall not take any action which would cause an increase in premiums of any insurance policy affecting the Stadium by causing Licensor or any other party to fail to meet any requirement or condition of such policy. No alcoholic or intoxicating beverage, illegal drugs or controlled substances shall be brought into the Stadium or the Luxury Suite. The Luxury Suite shall not be used for any illegal, improper, immoral or objectionable purpose or in any way that obstructs or interferes with the rights of any other licensee in or user of the Stadium. Licensee agrees to assume all responsibility and liability for the consumption in the Stadium of alcoholic beverages by any Attendee(s) and for the conduct and behaviour of any Attendee(s);
- (e) Licensee shall not permit the filming, recording or transmitting from the Luxury Suite of all or any portion of any Postseason Game, or any description thereof, by any means (including, without limitation, by radio or television broadcast, whether "live" or by recorded medium);
- (f) Licensee shall make full and prompt payment of all amounts to be paid by it hereunder and all amounts remaining unpaid shall bear interest from the due date at a rate equal to four (4%) per cent per annum above the prime lending rate charged by The Toronto-Dominion Bank on Canadian dollar loans in Canada as established by said bank at its main branch in Toronto, Ontario from time to time; and
- (g) Licensee agrees that the License is not a lease and the rights of Licensee are restricted to rights of ingress to the Luxury Suite (up to one (1) hour prior to Postseason Game time), egress from the Luxury Suite (within one half (1/2) hour following completion of the Game) and use of the Luxury Suite for Postseason Games included in the Package and for no other use at any other time.

## 13. TERM

**Term of the Agreement** – Unless earlier terminated by Licensor, the term of this Agreement (the "Term") will commence on the date of acceptance of this Agreement and will end immediately following the completion of the final Postseason Game included in the Package.

## 14. DEFAULT

**Default by Licensee** - If Licensee fails to pay when due any amounts due under this Agreement or defaults in the performance or observation of any of its duties or obligations or otherwise breaches any of its covenants under this License, Licensor may, at its option and upon notice to Licensee, immediately terminate this Agreement and the right of Licensee to the use of the Luxury Suite. Upon such termination, all rights and privileges of Licensee under this Agreement shall cease, Licensor shall have no further obligation of any kind to Licensee and:

- (a) The aggregate of the Fee and any other fees and payments applicable to the remainder of the Term shall, at the option of Licensor, become immediately due and payable;
- (b) All amounts already paid by Licensee at the time of termination (including any prepaid portion of the Fee or other fees payable hereunder) shall be forfeited to Licensor (as liquidated damages and not as a penalty) irrespective of and in addition to any other right, cause of action or remedy to which Licensor may be entitled. For certainty, Licensee agrees that such amounts represent a reasonable estimate by the parties of the liquidated damages suffered by Licensor as a result of Licensee's default hereunder;
- (c) Licensor shall have the right to immediately cancel or arrange for the cancellation of all Tickets for all remaining Postseason Games included in the Package;
- (d) To the extent that any Licensee is in possession of any Tickets for any remaining Postseason Games in physical form, Licensee shall forthwith surrender all such Tickets included in the Package (including, without limitation, all Club level VIP tickets, as applicable) and return all keys (if any), Stadium passes, parking passes and other documentation relating to the Luxury Suite and this Agreement as Licensor may require; and
- (e) Licensor may, but shall not be obligated to, re-license the Luxury Suite to a third party. Licensee shall remain obligated to make all payments under this Agreement as and when due and, in the event that Licensor does in fact re-license the Luxury Suite to a third party, any amounts received from such third party in connection with the remaining period of this Agreement shall first be applied to Licensor's expenses in terminating the Agreement, taking possession of the Luxury Suite and re-licensing same, and only then to a reduction of Licensee's obligations under this Agreement. If, upon re-licensing the Luxury Suite, the amounts collected by Licensor are not, after deduction of Licensor's expenses, sufficient to pay the full amount of Licensee's obligations under this Agreement, then Licensee shall pay the full amount of the deficiency immediately upon demand.

The foregoing remedies of Licensor shall not exclude any other right or remedy set forth herein or otherwise available to Licensor at law or in equity. Licensee shall be responsible for all legal fees and costs incurred by Licensor in the enforcement of its rights under this Agreement.

No waiver by Licensor of any default or breach by Licensee of its covenants or obligations hereunder shall be construed to be a waiver or release of any other subsequent default or breach by Licensee hereunder, and no failure or delay by Licensor in the exercise of any remedy provided for herein shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Licensor.

Licensor shall have the immediate right to terminate this Agreement upon notice to Licensee, upon the occurrence of any of the following events: (i) Licensee makes an assignment for the benefit of creditors generally or files a petition or makes a proposal under the *Bankruptcy and Insolvency Act (Canada)* or is declared bankrupt or insolvent; (ii) a receiving order is made or a petition filed under the *Bankruptcy and Insolvency Act (Canada)* against Licensee; (iii) Licensee makes an application under the *Companies Creditors Arrangement Act (Canada)*; or (iv) an order is issued by any court of competent jurisdiction ordering the winding up of or other liquidation or dissolution of Licensee or a receiver or trustee of the assets of Licensee is appointed.

## 15. FORCE MAJEURE

**Cancellation or Delay of Scheduled Postseason Games** – If, for any reason beyond the control of Licensor (each of the foregoing being a "Force Majeure Event"), one or more of the scheduled Postseason Games included in the Package is delayed or cancelled, then Licensee acknowledges that Licensee shall have no right or claim for compensation or any other remedy or relief against any of Licensor, the Club, MLB, its governing bodies, team members and any agent of or other person affiliated with any of them or a successor of any of the foregoing for loss for any reason whatsoever (including loss of enjoyment) resulting from any such delayed or cancelled Postseason Game.

- 16. CREDIT / REFUND POLICY** *Credit, Refund or Abatement of Fee.* If a Postseason Game to which this License relates is unplayed for a reason other than a Force Majeure Event, Licensor shall grant Licensee a refund of the Fee via the same method that Licensee paid the Fee (or an abatement in the event the Fee or a portion of thereof remains payable). For the purposes of this Section 16, the Postseason Game shall be considered "unplayed" only if it is not played as initially scheduled and is never rescheduled to, and played on, an alternate date and/or time. No Postseason Game that is commenced, whether or not it is later suspended, interrupted or called, will be considered "unplayed". Reasons for the Postseason Game being unplayed include (a) the *Toronto Blue Jays* failing to qualify for participation in a particular Postseason series that includes the applicable Postseason Game; and (b) a Postseason series ending without the applicable Postseason Game being scheduled or played (e.g., where a series is won by a team without the need for the Postseason Game to be played).
- 17. ACCESS BY LICENSOR** *Access to Luxury Suite* - Licensor, its officers, agents, employees and representatives shall be entitled to have access to the Luxury Suite to such extent as Licensor shall, in its sole discretion, deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by Licensor under this Agreement and for the compliance with the aforementioned rules and regulations governing the use of the Luxury Suite and the Stadium. For such purposes, Licensor will retain duplicate keys to the Luxury Suite and Licensee shall not change the locks or place any additional locks on, or otherwise restrict or impede Licensor's access to, the Luxury Suite.
- 18. RELOCATION** *Relocation at Sole Discretion of Licensor* - Licensor reserves the right to substitute any luxury suite within the Stadium for the Luxury Suite for any number of Postseason Games. For certainty and without limiting the generality of the foregoing, Licensee hereby acknowledges and agrees that it shall be considered reasonable for Licensor to exercise the foregoing relocation right whenever there are actual or planned modifications or renovations to the Luxury Suite itself, or to any other areas of the Stadium that have the potential to impact or be impacted by the use of the Luxury Suite. In the event that Licensor does so substitute a luxury suite within the Stadium for the Luxury Suite for one or more Postseason Games, the terms and conditions of this Agreement shall continue to apply in respect thereof.
- 19. MAJOR LEAGUE BASEBALL** *Subservience* - This Agreement and the rights, exclusivities and protections granted hereunder shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, each of the following, as may be issued, entered into or amended from time to time (collectively, the "**MLB Documents**"): (a) any present or future agreements entered into by, or on behalf of, any of the MLB Entities (as defined below), or the Major League Baseball Clubs acting collectively, including, without limitation, the Major League Constitution, the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity; and (b) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner of Baseball, the Office of the Commissioner of Baseball (being the unincorporated association comprised of the Major League Baseball Clubs and any successor organizations) ("**BOC**") or any other MLB Entity. The issuance, entering into, amendment or implementation of any of the MLB Documents shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which Licensee is granted rights hereunder is limited to, and nothing herein shall be construed as conferring on Licensee rights in areas outside of, the Home Television Territory of the Club, as established and amended from time to time pursuant to the MLB Documents. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entity. For the purposes hereof, the "**MLB Entities**" shall be comprised of the BOC, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, and the Major League Baseball Clubs, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or I under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.
- 20. PRIVACY** *Treatment of Personal Information* - Any personal information collected hereunder will be treated by Licensor and the Club in accordance with their respective privacy policies, copies of which are available at [www.bluejays.com/privacy-rogerscentre](http://www.bluejays.com/privacy-rogerscentre) and [www.bluejays.com/privacy](http://www.bluejays.com/privacy). Licensee acknowledges that it has read, understands and agrees to each of the foregoing privacy policies and authorizes the collection, use, and disclosure of any information submitted to or collected by Licensor in connection with this License in accordance with the terms of the foregoing privacy policies.
- 21. SECURITY AND SAFETY POLICY AND STANDARDS** By seeking entry to the Stadium and/or Luxury Suite, Licensee consents (on behalf of themselves and any Attendees) to (a) a reasonable search of their person and belongings by the Club and/or Licensor, including by way of manual pat-down, use of metal detectors, and/or use of hand wands, (b) any security and health and safety policies and procedures of the Club and/or Licensor then in place (which policies and procedures may include, but are not limited to, the requirement for Licensee and each Attendee to present proof of full COVID-19 vaccination, to present a negative COVID-19 test result, to wear face coverings while in the Stadium, to provide name and contact information to the Club and Licensor in connection with COVID-19 contact tracing requirements, and/or to undergo symptom screening and/or temperature checks prior to entering the Stadium), and they waive any related claims that Licensee or any Attendees might have against the Released Entities and agrees that the Released Entities assume no liability for the person or property of Licensee or any Attendees. No alcohol, illegal drugs, or other illegal substances, fireworks, chemicals, bottles, cans, weapons, large bags, knapsacks, hard-sided coolers, or briefcases will be permitted into the Stadium. No re-entry into the Stadium will be permitted. Licensee accepts (on behalf of themselves and any Attendees) all Stadium Rules, the Stadium Code of Conduct, and other standards or policies in place from time to time (collectively, the "**Standards**") posted in or about the Stadium. Advance copies of the Standards may be obtained at Gate 9 or by telephoning (416) 341-1000. Licensee agrees not to use offensive language concerning another person's race, ethnicity, gender, gender identity, religion, disability, age, sexual orientation, national origin ("**Derogatory Language**") or otherwise use language or exhibit conduct which, in the opinion of the Club and/or Licensor, is vulgar, abusive, illegal, or objectionable or might otherwise interfere with the applicable Game or with the reasonable enjoyment of others, and shall ensure that any Attendee complies with the foregoing. Further, the Club and Licensor reserve the right, without refund of any portion of the purchase price of any of the Tickets, to revoke the License, cancel any or all of the Tickets and refuse admission or remove any person from the Stadium (i) who uses Derogatory Language, (ii) who appears to be intoxicated, (iii) whose conduct is deemed by either the Club or Licensor to be improper, disorderly, or unbecoming, or (iv) who otherwise exhibits conduct which, in the opinion of the Club and/or Licensor, is abusive, illegal, objectionable or might otherwise interfere with the applicable Game or with the reasonable enjoyment of others, including, but not limited to, the making of obscene gestures, displays of affection that are inappropriate in a public family setting, the wearing of indecent or inappropriate clothing, the consumption of alcohol in an irresponsible manner, and/or entering the field/event area/dugout roofs or other non-ticketed areas. ENTERING THE PLAYING FIELD, DISRUPTING A GAME, AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH A GAME PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT. VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. The Club and Licensor reserve the right to change this security and safety policy and/or the Standards.
- 22. MISCELLANEOUS** Upon the completion of the final Game included in the Package, Licensee shall surrender vacant possession of the Luxury Suite to Licensor together with all keys (if any), Stadium passes, parking passes and other documentation relating to the Luxury Suite and this Agreement as Licensor may require.
- Licensee hereby consents to Licensor making all reasonable inquiries concerning the reputation and creditworthiness of Licensee and this Agreement is conditional upon Licensor completing such inquiries and being satisfied with the results thereof.
- This Agreement and all of the terms and provisions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term is deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement will remain in full force and effect.

All notices, demands, approvals and other communications required or permitted to be given by Licensor to Licensee hereunder shall be in writing and given by personal delivery, facsimile, registered mail (postage prepaid) or by courier service in accordance with Licensee's information delivered to Licensor at the time of acceptance.

Licensee acknowledges having read all sections of this Agreement. By acceptance of this Agreement, the this shall constitute a binding agreement between Licensor and Licensee.

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.