



BINDING AGREEMENT

The Parties (as hereinafter defined) are party to a representation agreement dated as of January 1, 2019 (the “**Representation Agreement**”). This binding agreement (this “**Agreement**”) constitutes a complete amendment and restatement of the Representation Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Representation Agreement.

1. Parties	<p>CSME LP, a limited partnership governed by the laws of Manitoba (“CSME”) and THE CANADIAN SOCCER ASSOCIATION INCORPORATED, a not-for-profit corporation incorporated under the <i>Canada Not-for-profit Corporations Act</i> and a Registered Canadian Amateur Athletic Association (“Canada Soccer” or “CSA”, and together with CSME, the “Parties” and each, a “Party”).</p>
2. Date	<p>This Agreement is dated as of February 12, 2026, but is deemed effective as of, and will constitute a complete amendment and restatement of the Representation Agreement as of January 1, 2026 (the “Effective Date”).</p>
3. Definitions	<p>The following terms shall have the respective meanings set out below:</p> <p>“Adjusted Gross Revenue” or “AGR” means Gross Revenue minus Cost of Sales and Service.</p> <p>“Broadcast Rights” means the right to sell, assign, transmit, display, and use all media related to the Core Assets through a visual or audio medium or platform, including television, satellite television, radio, internet or online (including transmitting matches involving the Core Assets via social media networks and streaming) distribution, or other forms of audio-visual transmissions that may be used after the date hereof, subject to any and all limitations and restrictions imposed by FIFA and Concacaf, being the Domestic Broadcast Rights and the International Broadcast Rights.</p> <p>“Core Assets” means the following assets of CSA:</p> <ul style="list-style-type: none">• Canadian Men’s National Team program (for all applicable age groups);• Canadian Women’s National Team program (for all applicable age groups);• Canadian Championship (Professional) (men’s and women’s);• National Championships (Amateur);• “Active Start Soccer Fests”; and• such other commercial assets of Canada Soccer that exist or come into existence during the Term; except those exclusions outlined herein or any other exclusions mutually agreed by the Parties in writing. <p>“Cost of Sales and Service” is defined for the purpose of determining Adjusted Gross Revenue, and consists of the following fixed percentage deductions applied</p>

	<p>to Gross Revenue (and will be subject to adjustment in each Look-In Period (as hereinafter defined)):</p> <ul style="list-style-type: none">• Sponsorship Rights - 35%, Sponsorship Rights Related to Kit - 20%, Licensing Rights - 15%; and• Matchday Rights and Broadcast Rights to be mutually agreed upon and directly aligned with actual costs for sales and service (subject, for Matchday Rights, to the inclusion of revenue from Matchday Rights as outlined below). <p>These percentage deductions do not apply to value in kind provided by the sponsor or licensee or performance bonuses related to team performance, as opposed to performance bonuses related to meeting a different form of key performance metric ("KPI"). For KPIs, if a KPI is achieved, the Parties agree to review, on a case-by-case basis, in good faith, any actual direct costs associated with achieving such KPI. Any identifiable direct costs shall be deducted from Gross Revenue; however, the default position of the Parties shall be that there are no identifiable direct costs.</p> <p>Additionally, for clarity, the Parties agree that any and all revenue derived from licensing agreements with Canada Soccer's official kit supplier, including any minimum annual licensing guarantees, will be treated as revenue from the Licensing Rights (i.e., the lowest deduction rate) for the purposes of the Cost of Sales and Service deductions. Any revenue derived from sponsorship arrangements with the National Team's official kit supplier, including sponsorship signing bonuses (if applicable) will be treated as revenue from Sponsorship Rights related to Kit (i.e., 20% Costs of Sales and Service deduction).</p> <p>The Parties agree that any signing bonuses received from commercial agreements will be amortized over the entire term of such commercial agreement for the purpose of calculating Gross Revenue and Cost of Sales and Service.</p> <p>The Parties agree to act in good faith and provide transparent disclosure as to the items that should be attributed to the Cost of Sales and Service.</p> <p>These percentage deductions apply only until the first Look-in Period. During the first Look-in Period, these deductions will be reviewed and re-based to a percentage based on an analysis of the actual direct Costs of Sales and Service incurred in the first three years of the Term for each category and the reasonable and mutually agreed upon projected direct Costs of Sales and Service going forward.</p> <p>"Domestic Broadcast Rights" means the Broadcast Rights within Canada for the following matches: (a) Men's National Team matches, Friendlies and qualifying matches for the FIFA World Cup within Canada; (b) Women's National Team</p>
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	<p>matches and Friendlies; (c) All Canadian Championship matches, including quarter-final, semi-final and final matches, during the Representation Period; and (d) the National Championships.</p> <p>“Governing Bodies” means FIFA, UEFA, Concacaf, CSA, the Government of Canada and any other governing body with respect to the game of soccer, as applicable.</p> <p>“Gross Revenue” means all revenue generated from the Sponsorship Rights, Broadcast Rights, Licensing Rights, and Matchday Rights streams actually received by CSME during any one year of the Term (as hereinafter defined), subject to the inclusion of revenue from Matchday Rights as outlined below.</p> <p class="list-item-l1">(a) Sponsorship Rights. All Sponsorship Rights shall be added to the package of Rights and to Gross Revenue.</p> <p class="list-item-l1">(b) Licensing Rights. All Licensing Rights shall be added to the package of Rights and to Gross Revenue. The Parties acknowledge that Canada Soccer does not hold individual player or player group licensing rights (which are distinct from NIL Rights) and as such the individual player and player group licensing rights shall not form part of the Rights.</p> <p class="list-item-l1">(c) Broadcast Rights. All Broadcast Rights shall be added to the package of Rights and to Gross Revenue; provided that all revenue associated with broadcast footage, including any licensing fees associated with archived broadcast footage or live data rights, shall be included in Gross Revenue. The Parties agree that if all or a portion of the Broadcast Rights are retained by CSME for use by CSME or an affiliated entity, rather than transacted to an independent entity, the Parties shall engage an independent valuator (the cost of which will be split between the Parties evenly) to determine the valuation of the portion of the Broadcast Rights retained by CSME or the affiliated entity and the determined value shall be included in Gross Revenue. For greater clarity, any value-in-kind or execution fees billed in relation to Broadcast Rights shall not be included in Gross Revenue. Additionally, the Parties acknowledge that this definition of Broadcast Rights shall apply to all Core Assets whether now included or in the future added.</p> <p class="list-item-l1">(d) Matchday Rights. Canada Soccer, through the Partnership Governance Committee (as hereinafter defined), agrees to consult with CSME on the planning and scheduling of National Team games. However, CSME acknowledges and agrees that Canada Soccer will retain the sole and exclusive right to control the strategic direction of the National Teams, including retaining the ultimate decision making authority on the planning and scheduling of National Team games. Furthermore, the Parties will explore the opportunity for CSME to assume match promoter responsibility for senior National Team friendly matches played in Canada (as will be</p>
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	<p>defined through this process, the “Matchday Rights”). The Parties will explore this role between now and June 1, 2026. Should any revenues related to Matchday Rights, as a result of CSME assuming match promoter responsibility, be included in Gross Revenue, the Parties will increase the Minimum Annual Guarantee by the projected net profit from such Matchday Rights in each year of the Term.</p> <p>“International Broadcast Rights” means the Broadcast Rights outside of Canada of Canada Soccer for the following matches: (a) Men’s National Team matches, Friendlies and qualifying matches for the FIFA World Cup; and (b) Women’s National Team matches and Friendlies.</p> <p>“Licensing Agreements” means any agreement with respect to the Licensing Rights.</p> <p>“Licensing Rights” means the rights to, and to sublicense the rights to, produce and sell products, goods and digital or interactive media featuring Canada Soccer owned intellectual property, including, but not limited to, naming, trademarks, logos, likenesses and images as permitted by this Agreement.</p> <p>“Men’s National Team” means the Canadian men’s national soccer team.</p> <p>“Minimum Annual Guarantee” means the minimum amount guaranteed to be paid by CSME to Canada Soccer for the Rights in any one year of the Term.</p> <p>“National Team” means the Men’s National Team and/or the Women’s National Team, as applicable.</p> <p>“Sponsorship Rights” means all rights for non-CSA parties to be associated with the Core Assets (on an exclusive or non-exclusive basis).</p> <p>“Regulations” means the statutes, regulations, by-laws, directives and decisions of the Governing Bodies, as now or hereafter in effect.</p> <p>“Representation” means the retention of CSME by CSA to act as its exclusive agent with respect to the solicitation, development and negotiation of all agreements, arrangements and associations pertaining to the Rights and the performance of such acts by CSME.</p> <p>“Rights” means the right granted pursuant to this Agreement in respect of the Core Assets: Sponsorship Rights, Licensing Right, Broadcast Rights, and, if agreed, Matchday Rights, but excluding Canada Soccer’s Registration Data.</p> <p>“Women’s National Team” means the Canadian women’s national soccer team.</p>
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4. Representation	<p>Except as otherwise provided herein, CSA hereby retains CSME, and CSME agrees to act, during the Term, as CSA's exclusive agent and representative in connection with the Representation (including with respect to Licensing Agreements).</p> <p>In performance of the Representation, subject to Section 6, CSME shall have the exclusive, non-assignable right to solicit, develop, negotiate and sign any and all Sponsorship Agreements, Licensing Agreements and Broadcast Agreements in respect of the Core Assets.</p> <p>For clarity, CSA shall at all times remain the day-to-day owner and administrator of the CSA brand, including the Core Assets; provided, however, that in controlling and administering the CSA brand and the Core Assets, CSA shall comply with its obligations in Section 6(g) and (i) hereof.</p> <p>The Parties agree that the following Sections and Schedules of the Representation Agreement, with, as applicable, the amendments attached hereto as Schedule D, are incorporated into this Agreement:</p> <ul style="list-style-type: none">• Recitals on Page 1;• Section 2.2 (Transparency and Collaboration);• Section 2.3 (Restricted List);• Section 2.4 (CSB Acknowledgements);• Section 2.5 (Reports);• Article 4 (Broadcast Rights), other than Section 4.3 (International Broadcast Rights);• Article 5 (Media Rights);• Article 6 (Equipment and Kits);• Article 7 (CSA Events);• Article 11 (Representations, Warranties and Covenants);• Schedule B (Restricted List);• Schedule C (Funding Agreement); and• Schedule D (Form of Report).
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	<p>To the extent there is any inconsistency between the provisions incorporated by reference from the Representation Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.</p>
5. Compensation	<p>Revenue Share. The Parties will share all Adjusted Gross Revenue using a tiered share percentage method. The tiered sharing structure will be based on Gross Revenue in that year of the Term, with Canada Soccer receiving revenue according to the following percentages (the “Revenue Share”):</p> <ul style="list-style-type: none"> • 50% share of AGR on the first \$10,000,000 of Gross Revenue; • 51% share of AGR on the next \$1,000,000 of Gross Revenue (prorated for any partial \$1,000,000 of Gross Revenue); and • a continued 1% increase in the share of AGR to Canada Soccer for every additional \$1,000,000 of Gross Revenue (prorated for any partial \$1,000,000 of Gross Revenue), subject to an automatic increase to a 70% share of AGR to Canada Soccer at \$22,500,000 of Gross Revenue and above. <p>For greater clarity, the Parties acknowledge that the tiered share percentage is determined on Gross Revenue, while the percentage shared is applied to Adjusted Gross Revenue.</p> <p>Minimum Annual Guarantee. If the Revenue Share as calculated using the tiered share method above is less than the Minimum Annual Guarantee, CSME shall pay Canada Soccer such additional amounts as necessary to ensure that the total amounts paid to Canada Soccer for that year of the Term is equal to the Minimum Annual Guarantee. The Minimum Annual Guarantee for each year of the Initial Term is outlined in Schedule A attached hereto.</p> <p>Additional Payments – [Redacted - The redacted portion below contains detail of additional compensation from CSME to Canada Soccer. The additional compensation will be provided through either (i) additional payments in an aggregate amount of \$19.5M, payable in two instalments during the term of the agreement; or (ii) an adjustment to the Revenue Share such that Canada Soccer receives 65% of Adjusted Gross Revenue for 2028, and 70% of all Adjusted Gross Revenue beginning on January 1, 2029.]</p> <p>CSME represents and warrants to Canada Soccer that there are no amounts owing to Canada Soccer under Section 9.3 (CSA Interest) and Section 9.4 (CSA Earn-Out) of the Representation Agreement and CSME agrees to provide Canada Soccer with a calculation evidencing same certified by their CFO to be accurate in all material respects as of date hereof.</p>



	<p>The Parties shall negotiate in good faith, on or before March 31, 2026, an annual payment schedule for the Revenue Share, which schedule shall be attached to this Agreement as Schedule E.</p>
6. Performance of Obligations	<p>In carrying out its obligations hereunder, CSME covenants and agrees it shall:</p> <ul style="list-style-type: none">(a) exercise diligent efforts in a professional manner and shall at all times act in good faith with a view to the best interests of Canada Soccer. In the event that a conflict of interest arises between the commercial interests of CSME including its related parties, and those of Canada Soccer regarding the Rights, CSME covenants and agrees that:<ul style="list-style-type: none">a. it shall not subordinate the interests of Canada Soccer; andb. it shall take all reasonable steps necessary to resolve any such conflict (including, without limitation, discussing such conflict at meetings of the Partnership Governance Committee) in a manner that reflects the spirit of this Agreement and does not subordinate the interests of Canada Soccer;(b) undertake to dedicate reputable and sufficient staff to perform its obligations hereunder in accordance with: (i) the terms of this Agreement; and (ii) the spirit of transparency and collaboration between the Parties;(c) promptly engage Canada Soccer upon the commencement of any commercially meaningful discussions with a third party relating to the solicitation, development and negotiation of any Sponsorship Agreement, Licensing Agreement or Broadcast Agreement, and shall consult with Canada Soccer throughout the process in respect of same to discuss any concerns Canada Soccer may have in connection therewith;(d) unless Canada Soccer has provided prior written consent, ensure that Canada Soccer is a party and signatory to any such Sponsorship Agreement, Licensing Agreement or Broadcast Agreement;(e) subject to the terms of this Agreement, or unless Canada Soccer has provided prior written consent, not bind Canada Soccer as between Canada Soccer and any third parties or sign any agreement that imposes any positive obligations or covenants on Canada Soccer, including, without limitation, financial obligations or otherwise; and



	<p>(f) comply with all laws related to Sanctions, and comply in all material respects with all other applicable laws with respect to the performance of its obligations under this Agreement.</p>
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The Parties agree that the failure of CSME to observe and perform its covenants listed under Sections 6(a)a. & (f) above shall constitute a material breach of this Agreement.

In carrying out its obligations hereunder, Canada Soccer covenants and agrees it shall:

- (g) not interfere with, obstruct or frustrate the activities of CSME in connection with the performance of CSME's obligations hereunder;
- (h) perform its obligations under this Agreement in the spirit of transparency and collaboration between the Parties;
- (i) use commercially reasonable efforts to: (i) promptly respond to requests from CSME for input on Sponsorship Agreements, Licensing Agreements and Broadcast Agreements; and (ii) sign and deliver any Sponsorship Agreements, Licensing Agreements and Broadcast Agreements that are presented to Canada Soccer in a timely fashion, so as not to delay the consummation of any such agreement, provided that Canada Soccer shall be provided with adequate time to fulfill its obligations hereunder, including adequate time to review all documents;
- (j) within ten (10) Business Days from the date hereof, CSA shall provide CSME with the details of all of CSA's current Licensing Agreements and CSA shall cooperate with CSME to accommodate reasonable requests for additional details, as necessary. *[Redacted]*;
- (k) during the period that the Parties are exploring the opportunity for CSME to assume match promoter responsibility for senior National Team friendly matches played in Canada and subject to the confidentiality provisions of CSA's existing agreements related to such match promoter responsibility, CSA shall provide CSME with a reasonable amount of information related to Matchday Rights so as to assist the Parties in evaluating the opportunity for CSME to assume match promoter responsibility for senior National Team friendly matches played in Canada, including information with respect to CSA's then scheduled senior National Team friendly matches;
- (l) within thirty (30) days of the date hereof, CSA shall use commercially reasonable efforts to inform all relevant parties that CSME is to act as its exclusive agent in any negotiation with respect to the Licensing Rights,

	<p>including the solicitation, negotiation, and signing of all Licensing Agreements; and</p> <p>(m) comply with all laws related to Sanctions, and comply in all material respects with all other applicable laws with respect to the performance of its obligations under this Agreement.</p> <p>The Parties agree that the failure of Canada Soccer to observe and perform its covenants listed under Section 6(m) above shall constitute a material breach of this Agreement.</p> <p>The Parties agree to work together in good faith to ensure alignment on personnel that will work on the partnership.</p>
7. Cost of Sales and Service and Operational Support	<p>The Parties agree that Cost of Sales and Service will be deducted to cover the cost of sales and servicing the business. Servicing sponsorships, including primary communication and management of partner relationships, will be integrated across Canada Soccer and CSME as mutually agreed. CSME agrees to dedicate partner services resources specifically to the Canada Soccer property.</p> <p>CSME will reimburse Canada Soccer for any costs incurred by Canada Soccer, including, but not limited to, fulfilling sponsorships, partner servicing, servicing the property, consistent with the agreed upon allocation of responsibility between Canada Soccer and CSME for servicing sponsorships and any other costs directly related to sales and service within the partnership.</p> <p>Canada Soccer will use best efforts to secure, at no cost to CSME (other than standard transmission), all home market domestic media rights for any away friendly matches played by its National Teams.</p>
8. Additional Revenues and Included Rights	<p>The Parties agree to work together to monetize all current and future commercial assets with the goal of maximizing the Revenue Share for both Parties. For clarity, any commercial asset of Canada Soccer that exists or comes into existence during the Term forms part of the Rights and will be available for monetization, except for those exclusions outlined in this Agreement or any other exclusions mutually agreed in writing.</p> <p>Notwithstanding the foregoing, capital projects undertaken by Canada Soccer are not part of the Rights, and sponsorship or other assets that are monetized for the purpose of funding planning, construction, financing, or maintenance costs of capital projects are not part of Rights. The Parties agree to coordinate the selling of sponsorships and partnerships for Canada Soccer's capital projects to avoid confusion and conflicts in the market. All revenue from such sponsorships and partnerships shall flow directly to Canada Soccer; provided that Canada Soccer shall</p>



	<p>pay CSME a 15% commission on the initial term of such sponsorship or partnership if, at Canada Soccer's sole direction and approval, CSME secures sponsorships or partnerships that assist with the funding of Canada Soccer's capital projects. For greater clarity, CSME acknowledges that: (i) the Rights do not include the rights to sell sponsorships and partnerships related to capital projects; and (ii) in the event, CSME is granted the right to sell sponsorships and partnerships related to capital projects, there will be no Cost of Sales and Services deductions from revenue related to such capital projects and that all of CSME's related costs shall be borne by CSME out of its 15% commission; provided that, Canada Soccer acknowledges that there is no expectation that CSME be involved in the activation of such sponsorships and partnerships nor responsible for servicing costs.</p> <p>The Parties agree that any and all compensation, including, but not limited to, prize money and bonuses in commercial partnership agreements (including, but not limited to, sponsorship, licensing and broadcast rights agreements), which are earned based on the National Team's performance shall flow to Canada Soccer in their entirety without any deductions or share provided to CSME.</p> <p>The Parties acknowledge and agree that any and all revenue earned through National Team performance or participation in competitions remains separate from the Rights and shall flow to Canada Soccer in its entirety.</p>
9. National Registration System and Use of Data	<p>National Registration System. Canada Soccer agrees to work with CSME to integrate the National Registration System into CSME's Soccer Hub and to position the integration of the National Registration System as a component of the Soccer Hub, <i>[Redacted]</i>.</p> <p>The Parties agree to undertake a request for proposal process in 2026, led and managed by Canada Soccer with direct involvement and assistance from CSME, to select a third-party vendor that is mutually agreeable to Canada Soccer and CSME to develop the National Registration System (the "RFP Process"). Its timeline shall take into consideration a reasonable period for a stakeholder management process by Canada Soccer with its members and the shared objective of completing a pilot implementation of the National Registration System in 2026 and available where feasible for registration in 2027. The National Registration System shall be positioned and branded as the Canada Soccer National Registration System within the Soccer Hub. Canada Soccer agrees to immediately begin the stakeholder management process required to commence the RFP Process.</p> <p>The Parties agree that Canada Soccer will enter into an agreement with the third-party vendor selected to develop the National Registration System, with Canada Soccer having control related to the operation and development of the National Registration System and CSME providing input to ensure that the National Registration System will integrate into the Soccer Hub. The Parties expect that</p>



	<p>this agreement will be structured like a conventional vendor relationship with respect to privacy, data sharing, National Registration System governance and operational control.</p> <p>The Parties agree that the National Registration System will be integrated into the Soccer Hub and at all times the National Registration System and the use of its data shall be exclusively operated and controlled by the CSA.</p> <p>The Parties agree that Canada Soccer, CSME and the third-party vendor selected to develop the National Registration System will enter into a separate three-party agreement with respect to the integration of the National Registration System into the Soccer Hub, which will include terms related to the interoperability of the Soccer Hub and the National Registration System, data custody, data sharing, system governance, operational use of data between the Soccer Hub and the National Registration System, change management, and privacy terms.</p> <p>The Parties acknowledge that the adoption of the National Registration System (and any competition management portion contained therein) will be staggered throughout Canada and dependent on when existing agreements with Canada Soccer members expire.</p> <p>In lieu of the RFP Process, the Parties may mutually agree on an alternative process or arrangement for the development of the National Registration System, which may involve CSME itself being the developer/service provider of the technology platform.</p> <p>Competition Management. The Parties acknowledge that the National Registration System provider by the chosen third-party vendor is likely to have a competition management component. It is the intent of the Parties to include the competition management component in the RFP Process and, if such competition management component is deemed acceptable, present soccer stakeholders in Canada with a solution that includes an option that unifies registration and competition management on a common platform. The implementation of a competition management component, if agreed to, will be completed on a timeline that is acceptable to Canada Soccer, acting reasonably and giving due consideration to the concerns of its stakeholders.</p> <p>Use of Data. CSME acknowledges that the use of Canada Soccer's player registration data (the "Registration Data") for commercial purposes is outside the Rights. However, the Parties agree that the Registration Data may be used by the Parties for commercial purposes specifically related to the partnership, subject to the approval of Canada Soccer, in all instances, and in compliance with applicable laws (including, but not limited to, all applicable laws related to privacy) and proper</p>
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	<p>consents (e.g., the applicable users opting in to the use of their Registration Data for such purposes).</p> <p>In addition, and separately, until participants are registering directly in the National Registration System, Canada Soccer, may, in its sole discretion, agree to include an option in the registration process to allow individuals to share their Registration Data with each of the professional soccer members (e.g., CPL, NSL and Canadian MLS clubs) for the purposes of the promotion and advancement of professional soccer in Canada (the “Pro Soccer Opt-In”). From the time that registration is being conducted directly in the National Registration System, Canada Soccer agrees to include the Pro Soccer Opt-In as an additional consent in the registration process, subject to Canada Soccer’s approval of the language used for the Pro Soccer Opt-In, such approval not to be unreasonably withheld.</p> <p>The Parties agree that all Registration Data will be used and controlled by, and remain in the exclusive custody of, Canada Soccer and utilization of the player registration database for commercial purposes will be executed solely by Canada Soccer; provided that any data provided by an individual pursuant to any opt-in will be used and controlled by the recipient indicated in such opt-in.</p> <p>The Parties covenant and agree that all Registration Data shall only be used for its intended purpose and shall at all times be used in compliance with all applicable laws, including laws related to privacy.</p> <p>For greater clarity, the Parties acknowledge any sponsorship value related to the National Registration System, its related databases, its capabilities (including competition management, if applicable), and the registration process shall be treated like any other Core Asset and there shall be an unbundling of amounts received for Sponsorship Rights, with appropriate value being allocated to Gross Revenue and shared between the Parties. This shall include, without limitation: (i) sponsorship of the National Registration System; and (ii) any value attributable under commercial agreements that is derived from, or contingent upon, the ability to deliver marketing communications or other marketing materials to individuals registered in the National Registration System.</p> <p>The Parties acknowledge the importance of the National Registration System and Registration Data for creating commercial value in the Soccer Hub. Upon reaching a threshold of 75% of Canadian soccer participants’ registrations occurring directly in National Registration System that can be commercialized through the Soccer Hub (through an opt-in or otherwise), the Parties will review the degree to which the National Registration System and Registration Data is driving commercialization of Soccer Hub and, if appropriate, allocate a fair portion of net income earned by CSME from the operation of the Soccer Hub to Gross Revenue on an annual basis.</p>
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10. Broad Distribution Requirement	<p>All senior Men's National Team and Women's National Team matches included in the Rights that are:</p> <ul style="list-style-type: none"> (a) played in North American time zones; or (b) played in European time zones at times suitable for North American viewing, <p>shall be Broadly Distributed in a manner consistent with the standards applicable to professional sports properties in Canada. Such distribution may occur via linear television, streaming, or a combination thereof, subject to the provisions below.</p> <p>Equity of distribution between Men's National Team and Women's National Team matches shall be a guiding principle.</p> <p><i>[Redacted]</i></p> <p>Good Faith and Market Evolution. The Parties acknowledge that the media distribution landscape continues to evolve and agree to act in good faith and in a commercially reasonable manner to balance accessibility, innovation, and long-term brand growth of the Canadian national teams.</p> <p><i>[Redacted]</i></p>
11. Term, Extension, and Look Ins	<p>The Parties agree that the initial term of this new relationship, as outlined in this Agreement, will be from the Effective Date (January 1, 2026) of this Agreement until December 31, 2037 (the "Initial Term"). The Parties agree the Term of this Agreement may be extended by five (5) years beyond the end of the Initial Term, subject to the mutual written agreement of the Parties (the "Renewal Term" and together with the Initial Term, the "Term").</p> <p>The Parties agree that during the Term there will be look-ins to ensure the mutual acceptability and fairness of the economic terms of this Agreement and to re-baseline those terms to fair market value, if required (each, a "Look-in Period"). The Parties agree that the first Look-in Period will occur from July 1, 2028 to December 31, 2028, and repeat every three (3) years thereafter for the remainder of the Term. Any re-baselined terms will have effect from January 1st of the subsequent year (i.e., any re-baselined terms from the first Look-in Period will be effective as of January 1, 2029).</p> <p>The Parties agree that the economic items that will be reviewed during all Look-in Periods include, but are not limited to, the Revenue Share, the percentage of Gross Revenue deducted for Cost of Sales and Service, the Women's Canadian Championship and the Minimum Annual Guarantees, but, unless otherwise stipulated herein, shall exclude legal terms, the Rights granted hereunder, the</p>

	<p>Governance Process, termination provisions, [Redacted] and the Broad Distribution requirements, other than the definition of Broad Distribution. To the extent that the Parties cannot agree to what is included as part of a Look-in Period, it will be subject to dispute resolution clauses of this Agreement, having regard to the examples of what is included and excluded above.</p> <p>Specifically, during the first Look-in Period in 2028, and during each subsequent Look-in Period, the Parties agree to: (i) review the Cost of Sales and Service deduction percentages and re-baseline them based on an analysis of the actual direct Costs of Sales and Service in the prior period and the reasonable and mutually agreed upon projected direct Costs of Sales and Service going forward; and (ii) review the Minimum Annual Guarantee amounts for the next three (3) years of the Term (i.e., until the next Look-in Period) and ensure they align with then current fair market value.</p> <p>Commencing on January 1, 2036, the Parties agree to enter an exclusive negotiating period of six (6) months to consider the Renewal Term.</p>
12. Labour Agreement	<p>Canada Soccer acknowledges and agrees that group Name, Image and Likeness rights (“NIL Rights”) are a fundamental asset for commercializing the Rights.</p> <p>Canada Soccer will use reasonable commercial efforts to provide such NIL Rights to CSME for inclusion in agreements with our mutual sponsors. In the event that Canada Soccer is unable to provide the group NIL Rights from the National Team players, the Parties shall engage an independent valuator (the cost of which will be split between the Parties evenly) to determine the valuation of the group NIL Rights and Canada Soccer shall compensate CSME in an amount based on such valuation.</p> <p>Canada Soccer will also ensure an adequate window during National Team camps for the purposes of content creation and partnership activation.</p>
13. Governance	<p>The Parties agree to establish a Partnership Governance Committee comprised of the Canada Soccer CEO and one additional Canada Soccer nominee from its Board of Directors, and the CSME CEO and one additional CSME nominee from its Board of Directors.</p> <p>The Parties agree that the Terms of Reference for the Partnership Governance Committee, which is attached hereto as Schedule B, will govern the rights and responsibilities of the Partnership Governance Committee.</p>
14. Dispute Resolution and Termination	<p>Dispute Resolution. Disputes between the Parties shall be resolved at a staff level. If the matter cannot be resolved at the staff level, it will be referred to the CSME and Canada Soccer CEOs. If the matter cannot be resolved by the CEOs, the matter will be referred to the Partnership Governance Committee. If the matter cannot be resolved by the Partnership Governance Committee, the issue will be referred to</p>

	<p>mediation with the costs of mediation to be shared equally. If the dispute cannot be resolved through mediation, such dispute will be settled by final and binding arbitration. Unless otherwise provided for herein or varied by the prior written agreement of the Parties, the Arbitration Act shall govern all aspects of the arbitral proceedings. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award in any court.</p> <p>Termination. The Parties agree that this Agreement may be terminated in each of the circumstances set out below:</p> <ul style="list-style-type: none"> (a) Material Breach. <i>[Redacted]</i> (b) Funding Agreement. <i>[Redacted]</i> (c) Insolvency of CSME and CPL LP. <i>[Redacted]</i> (d) Breach of Regulations. <i>[Redacted]</i> (e) Loss of Status of Canada Soccer. <i>[Redacted]</i> (f) Underperformance. <i>[Redacted]</i> (g) Financial Reporting and Audit Rights. <i>[Redacted]</i> (h) <i>[Redacted]</i> (i) Reputational Harm. <i>[Redacted]</i>
15. Use of Incremental Revenue by Canada Soccer	<p>Canada Soccer agrees that the additional revenues generated from this Agreement and received by Canada Soccer will be principally invested in:</p> <ul style="list-style-type: none"> (a) the senior Men's and Women's National Teams; (b) National youth teams; (c) the development of referees and coaches; and (d) grassroots investment to grow the Canadian soccer ecosystem.
16. Assigning Value in a bundled deal	<p>The Parties acknowledge that it is CSME's intention to provide full value to Canada Soccer for the Rights transferred to CSME in "bundled" arrangements that also include assets of the CPL and/or the other properties under CSME's control. To this end, CSME, acting in good faith, agrees to provide Canada Soccer with:</p>

	<ul style="list-style-type: none"> (a) full visibility and pre-approval on Sponsorship Agreements, Licensing Agreements and Broadcast Agreements that include Canada Soccer assets, such approval not to be unreasonably withheld; (b) prior to concluding any Sponsorship Agreement, Licensing Agreement or Broadcast Agreement, its good faith estimate of the percentage value of the Canada Soccer assets (for example, 60% to Canada Soccer rights and 40% to other CSME rights) for approval by Canada Soccer, such approval not to be unreasonably withheld. CSME will provide rationale and calculation for the proposed split, including the allocation of value on a property-by-property basis and any discrepancies from rate card values; (c) in the unlikely event of an irreconcilable disagreement regarding the allocation of value within a bundled deal contained in any Sponsorship Agreement, Licensing Agreement or Broadcast Agreement, the Parties agree to use the dispute resolution clauses of this Agreement to resolve the matter; (d) audit rights for any Sponsorship Agreement, Licensing Agreement or Broadcast Agreement, that includes Canada Soccer assets to allow Canada Soccer to determine that the financial terms are being honoured; (e) the ability to review CSME sponsorship agreements that include only CPL assets, for the sole purpose of reviewing rate card of assets to satisfy audit rights in (d) above; and (f) quarterly revenue forecast projections for the duration of the Term. For greater clarity, the Parties agree that the failure of these projections to be accurate will not amount to a breach of terms of this Agreement absent intentional or wilful misrepresentation of same.
17. Northern Super League	<p>If a Women's Canadian Championship is launched, until the end of the first Look-in Period, the Parties agree that the Northern Super League ("NSL") will be provided with the net income of the sponsorship, ticket sales and broadcast revenue that is associated with the Women's Canadian Championship (i.e., net income after event operating costs and direct fulfillment costs are covered). The Parties agree to evaluate this arrangement in each Look-in Period, with the guiding principle being fairness to the NSL and recognition that the Women's Canadian Championship is comprised mostly of NSL clubs.</p> <p>For greater clarity, the Parties acknowledge and agree that the commercial rights surrounding the Women's Canadian Championship are part of the Rights granted hereunder and that CSME will continue to act in good faith with respect thereof. The Parties agree to use best efforts to work with the NSL on sponsorship and</p>



	<p>broadcasting of the Women's Canadian Championship, provided that the NSL agrees to same.</p>
18. Canada Soccer Foundation	<p>The Parties acknowledge that the Canada Soccer Foundation is a separately incorporated entity from Canada Soccer. The Parties agree that the Canada Soccer Foundation retains full ownership and control of its rights in all respects, including those related to individual philanthropy, corporate philanthropy and its ability to monetize its own assets with sponsorships. The Parties acknowledge that CSME does not have any rights to the Canada Soccer Foundation properties.</p> <p>The Parties agree that although the vast majority of the Canada Soccer Foundation's activity will be philanthropy, Canada Soccer Foundation may monetize its properties through traditional sponsorships in a manner consistent with established best practices in sports philanthropy, so long as there is not interference with Canada Soccer and CSME commercial activity. Examples of properties include, but are not limited to, gala events, Iconic XI celebrity team, Pitch Perfect album, fundraising campaigns and other programs in support of the Canada Soccer Foundation.</p> <p>The Parties agree that donors may be recognized by Canada Soccer and the Canada Soccer Foundation in a manner that is consistent with established best practices in sports philanthropy, which includes, but is not limited to, public announcements and naming opportunities for coaching positions or programs that are funded by the donor. This does not include recognition using conventional marketing assets, such as logos, name inclusion on Canada Soccer jerseys or stadium signage.</p> <p>The Parties agree to develop a process and communicate to ensure compliance with the foregoing.</p>
19. Confidentiality	<p>The Parties acknowledge that (i) Canada Soccer's role as a national sport organization requires it to be transparent regarding the terms contained in this Agreement; and (ii) the disclosure of commercially sensitive terms contained in this Agreement could detrimentally affect the ability of CSME to undertake the Representation and maximize the revenues. Given the competing interest, the Parties have prepared a summary version of this Agreement, which may be shared publicly and with appropriate third parties (the "Permitted Disclosure Document").</p> <p>All Confidential Information (as defined in the Representation Agreement, but shall also include the contents of this Agreement) shall be kept confidential and will not be disclosed to any individual or entity without the prior written consent of the other Party, except for: (i) the Permitted Disclosure Document, which may be disclosed publicly; (ii) as reasonably necessary in the performance of a Party's obligations hereunder; (iii) upon the request or requirement of any regulatory (including self-regulatory) agency, court or any tax, judicial, supervisory or other governmental body or authority; (iv) as otherwise required by law, rule or</p>



	regulation or legal process; and (v) to a Party's officers, directors, senior management, affiliates and professional advisors.
20. Public Announcement	Canada Soccer and CSME shall together participate in a public announcement (the content of which to be agreed by the Parties and which may include the Permitted Disclosure Document) with the National Team players, subject to the National Team players schedule availability, announcing alignment and the entering into of this Agreement.
21. Books and Records	The Parties agree that each will keep accurate and complete books and records of account showing all revenue generated and income received relating to this Agreement. Each Party, or its representatives, upon reasonable notice to the other Party, shall have the right at all reasonable times (prior to the expiration of two (2) years after termination of the relevant calendar year) to inspect and to make copies of the books and records of the other Party insofar as such books and records shall relate to the computation of amounts to be paid to CSME and Canada Soccer hereunder.
22. Mutual Release	Attached hereto as Schedule C is an agreed form of mutual release, whereby each Party agrees to release the other Party from all prior claims, subject to mutually agreed exceptions and exclusions. The Parties shall execute such mutual release upon signing of this Agreement.
23. Grant of License to CSME	<p>CSA grants to CSME a non-transferable and non-exclusive license to use CSA symbols, including emblems, trade names, trademarks, logos and insignias (the "Symbols"), in any promotional or advertising materials relating to this Agreement, subject to the prior written approval of CSA.</p> <p>CSME agrees to use such Symbols in good taste and in a manner that is reasonable and not detrimental to the reputation and best interests of CSA.</p> <p>CSME shall not acquire any right, title or interest in the Symbols owned by CSA.</p> <p>CSA shall be responsible for the registration and protection of CSA's Symbols and Rights throughout the world. All registered trademarks, copyrights, design rights, author's rights and other proprietary rights in and to the elements of its commercial rights will be the sole and exclusive property of CSA and CSA shall be responsible for all costs and expenses related to the registration and protection of such exclusive rights of CSA. CSA and CSME agree to consult in advance with respect to particular elements of such proprietary rights so protected, including the particular jurisdictions of the world and trademark classes within which protection shall be obtained.</p>

24. Indemnification and Limitation of Liability	<p>Indemnification.</p> <p>(a) Each Party shall indemnify and save the other Party harmless from and against all losses, damages, claims, suits, costs or liabilities which the other Party may suffer or incur as a result of the breach by it of any provision of this Agreement or as a result of its wrongful acts, omissions or negligence or those of its employees, agents or contractors.</p> <p>(b) CSA agrees to indemnify and save CSME harmless from any losses, damages, or liabilities arising out of: (i) liabilities or obligations of, or claims against or involving CSA, its business or products; or (ii) any material breach of this Agreement or any Sponsorship Agreement entered into by CSA with respect to any activity contemplated hereunder.</p> <p>(c) CSME agrees to indemnify and save CSA harmless from any losses, damages, or other liability arising out of: (i) liabilities or obligations of or claims against or involving CSME, its business or products; or (ii) any material breach of this Agreement with respect to any activity contemplated hereunder.</p> <p>Limitation of Liability.</p> <p>(a) Notwithstanding anything to the contrary herein, in the event CSA or CSME incurs any expenses, damages or other liabilities (including, without limitation, reasonable attorneys' fees) in connection with the breach of any term or provision hereof, each Party's liability to the other shall be limited to actual proven direct damages.</p> <p>(b) In no event shall either Party be liable for any indirect, incidental, reliance, punitive or consequential damages arising out of its performance or non-performance under this Agreement, whether such liability is asserted on the basis of contract, tort or otherwise and whether or not such Party had been advised of the possibility of such damages.</p>
25. Notices	<p>Any notice, direction or other communication (in this Section, a "notice") required or permitted to be given to a Party shall be in writing and shall be sufficiently given if delivered personally, mailed or transmitted by email as follows:</p> <p>CSA:</p> <p>Canadian Soccer Association Place Soccer Canada 237 Metcalfe Street Ottawa, Ontario K2P 1R2</p>



Attention: Kevin Blue, Chief Executive Officer
Email: *[Redacted]*

With a copy (which shall not constitute notice) to:

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay Street – Suite 800
Toronto, Ontario
M5H 2V1

Attention: Perry Dellelce
Email: *[Redacted]*

CSME:

CSME LP
204 King Street East
Toronto, Ontario
M5A 1J7

Attention: James Johnson, Group Chief Executive Officer
Email: *[Redacted]*

with a copy (which shall not constitute notice) to:

Torys LLP
79 Wellington Street West, 30th Floor, Box 270
TD South Tower,
Toronto, Ontario
M5K 1N2

Attention: Adam Armstrong
Email: *[Redacted]*

Any notice delivered personally, shall be deemed to have been given and received on the day on which it was delivered, if delivered prior to 5:00 p.m. (recipient's time) on a Business Day; otherwise on the first Business Day thereafter. Any notice mailed shall be deemed to have been given and received on the third (3rd) Business Day after it was mailed, provided that if the Party giving the notice knows or ought reasonably to know of disruptions in the postal system that might affect the delivery of mail, such notice shall not be mailed but shall be given by personal delivery or email. Any notice transmitted by email shall be deemed to have been

	<p>given and received on the date sent by email if sent during normal business hours of the recipient; otherwise on the first Business Day thereafter.</p> <p>Any Party may change its address for service from time to time by notice given to the other Party in accordance with the foregoing provision.</p>
26. Miscellaneous	<p>(a) This Agreement shall be construed and enforced in accordance with the laws of Ontario and the federal laws of Canada as applicable, without giving effect to the principles of conflict of laws.</p> <p>(b) The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.</p> <p>(c) Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. No Party shall have the power to control the activities or operations of another Party, and their status is, and at all times shall continue to be, that of independent contractors with respect to each other.</p> <p>(d) This Agreement, including the Schedules attached hereto, constitutes a complete amendment and restatement of the original Representation Agreement and the entire agreement between the Parties with respect to the matter contained herein and supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof. This Agreement may only be modified by written agreement signed by the Parties. No waiver of any provision hereof shall be valid unless in writing. No waiver of a particular provision shall constitute a waiver of enforcement of such provision in the future, or a waiver of any other provision hereof, whether or not similar.</p> <p>(e) Except as may be required by CSA to comply with its designation as a RCAA, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Furthermore, in the event that either CSA or CSME desires to sell, assign or transfer to any third party all of its assets and business, in addition to requiring the prior written consent of the other Party, which shall not be unreasonably withheld, the Parties agree that as part of such sale, assignment or transfer, CSA or CSME, as the case may be, shall require the assignee to accept assignment of and agree to be bound by the terms of this Agreement and such assignment shall not be considered a default by CSA or CSME under this Agreement.</p> <p>(f) CSME and/or CSME GP Inc. may not undergo a Change of Control without the prior written consent of CSA, which consent shall not be unreasonably</p>

	<p>withheld, conditioned, or delayed. For the purposes of this Section, “Change of Control” means, with respect to CSME and/or CSME GP Inc.: (i) any transaction or series of related transactions resulting in any person or related group acquiring, directly or indirectly, beneficial ownership of more than 50.1% of the voting interests of CSME and/or CSME GP Inc.; (ii) a merger, consolidation, amalgamation, scheme of arrangement, business combination or similar transaction as a result of which any person or related group acquires, directly or indirectly, beneficial ownership of more than 50.1% of the voting interests of the surviving or resulting entity immediately after such transaction. For greater clarity, a Change of Control shall not include: (i) any transfers of voting interest in or equity securities of CSME and/or CSME GP Inc. among holders of the respective entities on the date hereof; or (ii) any person who was a holder of voting interests in or equity interests of CSME and/or CSME GP Inc. on the date hereof acquiring more than 50.1% of the voting interests of the applicable entity.</p> <p>(g) This Agreement shall enure to the benefit of and be binding on the Parties and their respective heirs, executors, successors and assigns.</p> <p>(h) Force Majeure Event. Notwithstanding anything contained in this Agreement to the contrary, if any Party is prevented from or delayed in performing any obligation under this Agreement and the failure is occasioned by any cause beyond its reasonable control, excluding a lack of finances and/or other events caused by the affected Party, but including without limitation, the Force Majeure Events listed below, then, the time for the observance of the condition or performance of the obligation in question shall be extended for a period equivalent to the total period the cause of the prevention or delay persists or remains in effect, subject to the one hundred and eighty (180) day limitation below. Any Party claiming suspension of its obligations shall promptly notify the other Party to that effect and shall take all reasonable steps to remove or remedy the cause and effect of the force majeure described in the notice in so far as it is reasonably able to do so and as soon as possible. In the event that the affected Party’s failure or delay remains uncured for a period of one hundred and eighty (180) days following written notice given by it under this Section, the other Party may thereafter immediately terminate this Agreement upon written notice thereof; provided that in the event that the CPL is unable to play matches due to an epidemic or pandemic, CSA shall be unable to exercise any termination rights under Section 14(g) for so long as such epidemic or pandemic is continuing. For the purposes of this Section, “Force Majeure Events” shall mean: (i) acts of God; (ii) flood, tsunami, fire, earthquake, explosion; (iii) epidemics, pandemics and other potential disasters and catastrophes; (iv) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;</p>
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	<p>(v) government order, law or actions; (vi) embargoes or blockades in effect on or after the Effective Date; (vii) national or regional emergency; (viii) strikes, lockouts, labour stoppages and slowdowns, labour disputes or other industrial disturbances; (ix) telecommunication breakdowns, power outages or shortages; and (x) other similar events beyond the reasonable control of, and not caused by, the affected Party.</p> <p>(i) Each provision of this Agreement is intended to be severable. A finding that a provision of this Agreement is invalid or unenforceable shall apply only to such provision and shall not affect the validity of the other provisions.</p> <p>(j) All “\$” or dollar references herein are to Canadian dollars, unless otherwise indicated (i.e. US\$).</p>
27. Survival	<p>Section 3 (Definitions), Section 14 (Dispute Resolution and Termination), Section 19 (Confidentiality), Section 24 (Indemnification and Limitation of Liability) and Section 25 (Notices), and Section 26 (Miscellaneous), other than subsections 26(e), (f), and (h), and this Section 27 (Survival), as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.</p> <p>Furthermore, the Parties acknowledge that Broadcast Agreements, Sponsorship Agreements, and/or License Agreements entered into by the Parties with third parties may continue beyond the termination or expiry of this Agreement. The Parties agree to continue to comply with their obligations under those Agreements and, in consideration therefor, CSME shall continue to pay CSA any amounts owing to it pursuant to the terms of this Agreement.</p>
28. Counterparts	<p>This Agreement may be executed in several counterparts and by DocuSign, facsimile or other form of electronic transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document. This Agreement shall not be considered to be an agreement or contract, nor shall it create any obligation on the part of either CSME or CSA until it has been signed by duly authorized representatives of CSME and CSA and delivery is made of a fully signed copy.</p>

[Signature Page Follows.]



IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

**THE CANADIAN SOCCER ASSOCIATION
INCORPORATED**

(Signed) "Kevin Blue"

Name: Kevin Blue

Title: Chief Executive Officer

CSME LP, by its general partner, CSME GP INC.

(Signed) "James Johnson"

Name: James Johnson

Title: Group Chief Executive Officer

SCHEDULE A
MINIMUM ANNUAL GUARANTEE

2026	(1) Sponsorship Rights revenue subject to the Revenue Share model with \$4,200,000 of AGR guaranteed to flow to Canada Soccer; and (2) The first \$4,300,000 of Gross Revenue from Licensing Rights will flow directly to Canada Soccer. For Gross Revenue from Licensing Rights in excess of \$4,300,000 the Revenue Share model will apply.
2027	\$5,250,000 of AGR
2028	\$5,500,000 of AGR
2029	\$5,750,000 of AGR
2030	If the Men's National Team qualifies for the World Cup: \$8,000,000 of AGR If the Men's National Team <u>does not</u> qualify for the World Cup: \$6,000,000 of AGR
2031	\$6,250,000 of AGR
2032	\$6,500,000 of AGR
2033	\$6,750,000 of AGR
2034	If the Men's National Team qualifies for the World Cup: \$9,000,000 of AGR If the Men's National Team <u>does not</u> qualify for the World Cup: \$7,000,000 of AGR
2035	\$7,250,000 of AGR
2036	\$7,500,000 of AGR
2037	\$7,750,000 of AGR



SCHEDULE B

TERMS OF REFERENCE – PARTNERSHIP GOVERNANCE COMMITTEE

1. Purpose

The Partnership Governance Committee (the “**Committee**”) is established as a joint governance body comprised of senior leadership from CSME LP (“**CSME**”) and The Canadian Soccer Association Incorporated (“**CSA**”) (together, the “**Parties**” and each individually, a “**Party**”).

The Committee’s purpose is to:

- Provide strategic oversight and ensure alignment of the amended and restated representation agreement between CSME and CSA.
- Develop shared strategic, commercial, and reputational goals and ensure the Parties are working collaboratively and in good faith to achieve them.
- Serve as the forum for discussing and resolving material issues affecting the partnership.
- Promote the growth, visibility, and sustainability of soccer and its various stakeholders in Canada through aligned strategy and joint initiatives.

The Committee is charged with high-level strategic direction and alignment. It is not intended to oversee the day-to-day operations of either Party.

2. Composition

The Committee shall be comprised of four (4) members:

- The Chief Executive Officer of CSME.
- The Chief Executive Officer of CSA.
- One (1) Board member from CSME, appointed by the CSME Board.
- One (1) Board member from CSA, appointed by the CSA Board.

Committee members shall be appointed annually, or as otherwise determined necessary by the respective Parties.

3. Meetings

Committee meetings will be co-chaired by the respective CEOs (each a “**Chairperson**”). The Committee shall meet at least once per fiscal quarter (four (4) times annually), and more frequently as circumstances dictate. Meetings may be held in person or virtually.

Quorum for any meeting will be at least one participant from each Party.



The Chairpersons shall prepare and circulate an agenda in advance of each meeting. Where the Chairpersons cannot agree to an agenda, the agenda shall consist of all items that each Chairperson adds to the agenda.

Minutes and action items shall be documented and shared with both Parties within a reasonable timeframe following each meeting.

Meetings may include, with the agreements of the Chairpersons, third party subject matter experts and advisors. In addition, each Party may invite officers and employees in their organization to participate in the portions of the meetings for which they have expertise. To the extent that a Party wishes an officer or employee to participate for this purpose, they will notify the other Party in advance.

4. DUTIES AND RESPONSIBILITIES

The Committee shall have the following duties and responsibilities.

A. STRATEGIC ALIGNMENT

- Define and review the strategic direction and goals of the amended and restated representation agreement.
- Ensure alignment on strategies related to National Teams rights.
- Ensure alignment on strategies to drive revenue and audience growth.
- Ensure alignment on the media rights strategy for the National Teams and Canadian Championships.
- Ensure alignment on brands and monetization strategies for the National Teams and Canadian Championships.
- Ensure alignment on CSME and CSA responsibilities with respect to partnership activities and cost allocation.
- Ensure alignment on the international match calendar to optimize synergy between commercial and sporting goals for National Teams.

B. OVERSIGHT AND GUIDANCE

- Provide oversight on strategic initiatives while respecting operational independence.
- Monitor and evaluate progress toward agreed-upon strategic goals and outcomes.

C. PARTNERSHIP DEVELOPMENT

- Support identification of prospective partners and strategic opportunities.



- Promote initiatives that enhance the visibility and commercial value of soccer in Canada.

D. ISSUE RESOLUTION

- Act as the escalation body for resolving disputes arising under the amended and restated representation agreement.

E. COLLABORATION AND GROWTH

- Serve as outward-facing representatives of the partnership, reinforcing shared commitments to soccer's growth in Canada.
- Encourage innovation and long-term sustainability of the partnership.

5. AUTHORITY

The Committee is a collaborative and decision-making body, and unanimous decisions made in the Committee shall bind each Party; provided that, if the Parties are unable to reach a unanimous decision, the Parties acknowledge and agree that the following Party has the ultimate decision-making authority with respect to the area of the business described below, subject to the terms and conditions of the amended and restated representation agreement:

- Sales – CSME
- Marketing & Branding – CSA
- Sporting & Scheduling – CSA
- Media Strategy – CSME
- National Registration – CSA

The Parties have joint responsibility for relationship management and the servicing and activation of sponsorships and any other decision of the Committee that is within its authority, as agreed by the Parties, that is not in one of the five categories enumerated above.

6. Dispute Resolution

Any issues or disputes related to decision making authority required by this Agreement will first be addressed at the operational level between CSA and CSME staff. If a resolution cannot be reached at the operational level such dispute shall be brought to the Committee for determination.

Should a dispute arise that cannot be resolved within the Committee, the matter will follow the Dispute Resolution process outlined in the amended and restated representation agreement.

7. REVIEW OF TERMS OF REFERENCE



These Terms of Reference shall be reviewed annually by the Committee to ensure continued relevance and effectiveness, and may be amended by mutual agreement of the Parties.



SCHEDULE C
FORM OF MUTUAL RELEASE

Please see attached.

[Redacted]



SCHEDULE D

AMENDMENTS TO REPRESENTATION AGREEMENT PROVISIONS

[Redacted]