

S E R V I C E S A G R E E M E N T

BETWEEN: **CANADA GAMES PARK CONSORTIUM** consisting of The Regional Municipality of Niagara, Brock University, the Corporation of the City of St. Catharines, and the Corporation of the City of Thorold and having its registered mailing address as c/o 1815 Sir Isaac Brock Way, P.O. Box 1042, Thorold ON L2V 4T7 (hereinafter referred to as “**CONSORTIUM**”);

AND: **LANG PARTNERSHIPS NETWORK LIMITED** a company incorporated in Canada under the Canada Business Corporations Act, having its registered mailing address as 6951 Derry Road, Building B, P.O. Box 40040 Milton ON L9T 7W4 (hereinafter referred to as “**LANG**”).

WHEREAS the CONSORTIUM jointly owns and manages a sports facility known as “Canada Games Park”, which relationship is governed by a Consortium and Co-Tenancy Agreement, dated May 19, 2021;

AND WHEREAS the Canada Games Host Society Inc. (hereinafter referred to as the “CGHS”) is the steward tasked with hosting the Canada Summer Games in Niagara in 2022;

AND WHEREAS the CGHS on behalf of the partners to the CONSORTIUM issued a Request for Proposal, on or about December 2, 2020, to retain services related to the sale of naming rights for Canada Games Park (the “RFP”), which RFP forms the basis for this Services Agreement;

AND WHEREAS, LANG responded to the RFP and was identified as the successful proponent.

AND WHEREAS the CONSORTIUM wishes to engage the professional services of the LANG to carry out the work and services described in Clauses 1 and 6 of this Agreement;

AND WHEREAS LANG agrees to provide the CONSORTIUM with such work and services on certain terms and conditions as set out in this Service Agreement;

NOW THEREFORE in consideration of the mutual covenants contained in this Service Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the terms and conditions of their relationship are as follows:

1. PROJECT DESCRIPTION

- 1.1 A new multi-sport legacy facility is being constructed for the Niagara 2022 Canada Summer Games.
- 1.2 The facility is referred to as “Canada Games Park” and is owned by the CONSORTIUM.
- 1.3 The CONSORTIUM wishes to retain the services of LANG to be the sales agent of

sponsorship opportunities including long-term naming rights, with respect to “Canada Games Park” on the terms and conditions herein set forth.

2. QUALIFICATIONS, EXPERTISE, AND BEST PRACTICES

2.1 LANG represents and warrants to the CONSORTIUM that

- a. LANG and the personnel listed in Clause 5 have the qualifications, experience, and capabilities, to perform the services, deliverables, and the work described in this Services Agreement and that such services, deliverables, and work shall be performed to a high standard of care, skill, and diligence, and in a competent and efficient manner by the personnel described in Clause 5; and
- b. LANG will perform the services, deliverables, and the work in a timely manner and in compliance with all laws, statutes, regulations, by-laws, and policies applicable to LANG’s performance of the services, deliverables, and the work, including without limitation all laws, rules, regulations, by-laws, or policies in respect of anti-corruption, anti-bribery, extortion, fraud, kickbacks, or other unlawful means of obtaining business.

3. TERM

3.1 The term of this Service Agreement commences on March 1, 2021, and concludes July 31, 2023, inclusive.

4. REPORTING

4.1 LANG shall report directly to and only take direction from the CONSORTIUM Sponsorship and Management Group Committee and the CONSORTIUM Working Committee, their representatives and / or designates.

5. PERSONNEL

5.1 LANG has identified the following individuals as Key Persons responsible for executing the scope of work, services, and deliverables, set out in this Services Agreement:

5.1.1	Project Leads	Mike Lang and Wendy Kane
5.1.2	Chief Strategist	Chris Lang
5.1.3	Project Support	Malu Sulit

6. SCOPE OF WORK AND DELIVERABLES

LANG’s scope of work is comprised of services to be delivered in four (4) phases. Completion of each phase shall be marked by the deliverables outlined below.

6.1 **Phase 1 Analysis: March-April 2021:**

6.1.1 Internal Culture: LANG shall meet with CONSORTIUM designate(s) and other key stakeholders to evaluate the vision, mission, values, structure and

preparedness to work with corporate partners.

- 6.1.2 Organization: LANG shall provide a Strengths-Weaknesses-Opportunities-Threats analysis.
- 6.1.3 Assets: LANG shall conduct a comprehensive asset evaluation of Canada Games Park and identify potential assets that may not have been identified.
- 6.1.4 Marketplace: LANG shall provide an opinion on the current marketplace realities, including the long-term impact of the global pandemic in the Canadian partnership industry and recommend best approach based on its understanding of the marketplace.
- 6.1.5 Recommendations: LANG shall provide directional recommendations on how to best position, price, package and sell the Canada Games Park, as a partnership opportunity, including but not limited to naming rights to the venue.
- 6.1.6 Reports: LANG shall complete final report of completion of Phase 1 to be approved by the CONSORTIUM Sponsorship Committee and Working Committee prior to commencement of Phase 2, and on or before May 31, 2021.

6.2. **Phase 2 Development: April-May 2021**

- 6.2.1 Partnership Strategy: LANG shall develop a comprehensive partnership strategy. The strategy uniquely positions the property in the marketplace – including a foundation or corporate partnership vision and mission statement that align with Canada Games Park overall objectives and core values.
- 6.2.2 Structure and Pricing: LANG shall propose a viable partnership structure, based on the strength of the Canada Games Park assets. It shall include a pricing structure.
- 6.2.3 Sales Plan: LANG shall elaborate on how it will proceed to Phase 3 Sales, including identification of priority sectors, list of foundations and companies, opportunity for industry and/or category exclusivities, corporate contacts, sales approach and timing. During this Phase, LANG shall ensure no conflicts with the CONSORTIUM partners current sponsorship agreements and seek direction from the CONSORTIUM with respect to any industries deemed unsuitable.
- 6.2.4 Partner Proposal: LANG shall develop a Partnership Package template, with all marketing materials to be approved by the CONSORTIUM Sponsorship Committee and Working Committee prior to distribution.
- 6.2.5 Reports: LANG shall complete a final report of completion of Phase 2 to be approved by the CONSORTIUM Sponsorship Committee and Working Committee prior to the commencement of Phase 3, and on or before July 30, 2022.

6.3. Phase 3 Sales: May 2021-July 2022

6.3.1 Process: LANG shall bring the Canada Games Park opportunity to market by identifying prospects, consulting with the CONSORTIUM leadership to discuss and identify additional regional prospects, make introductions to the LANG network, book introductory meetings with prospects.

LANG shall:

- a) Review partnership and sponsorship opportunities with the CONSORTIUM and, upon approval, proceed to solicit partnership and sponsorship opportunities that are approved in writing by the CONSORTIUM.
- b) Before proceeding to solicit partnership and sponsorship opportunities that are approved by the CONSORTIUM, collaborate with the CONSORTIUM concerning each proposal, including the CONSORTIUM assets included and valuation for those assets. Continue to collaborate with the CONSORTIUM during the solicitation of such partnership and sponsorship opportunities.
- c) Prior to finalizing, committing to, or making any representations regarding the award of any partnership and sponsorship opportunity, obtain the CONSORTIUM approval in writing for such arrangement.
- d) Work closely with the CONSORTIUM Sponsorship Committee to ensure that there is no overlap of partnership and sponsorship solicitation efforts and that the most effective strategy is employed for the generation of partnership and sponsorship revenue.

6.3.2 Partner Proposal: LANG shall customize the proposals for foundation / corporate, presentations, incorporating specific business/brand objectives and existing marketing programs (i.e. adapting the proposal to integrate key learnings from the first meeting).

6.3.3 Communication: LANG shall conduct follow-up presentations and discussions with various departments and decision-makers.

6.3.4 Negotiations and Closing. LANG shall manage the negotiations with prospective partners / sponsors, while maintaining constant communication with, and seeking appropriate input from, the CONSORTIUM Sponsorship Committee. LANG is not the agent of the CONSORTIUM and cannot bind the CONSORTIUM in any way.

6.3.5 Reports: LANG shall complete a final report at the completion of Phase 3 to be approved by the CONSORTIUM Sponsorship Committee and Working Committee prior to commencement of Phase 4, and on or before July 30, 2022.

6.4. Phase 4 Servicing Blueprint

- 6.4.1 Contracts: LANG shall review partner/sponsorship agreements, recommend edits, and upon approval of a partner/sponsorship agreement by the CONSORTIUM coordinate signing of the partner/sponsorship agreement by the partner/sponsor and the CONSORTIUM.
- 6.4.2 Servicing Strategy: LANG shall create a servicing and fulfillment plan that will serve as an "execution blueprint" to guide the CONSORTIUM, or their designate, in delivering its contractual obligations for partners. LANG's experience demonstrates that this phase is critical to the long-term return-on-investment (ROI) and renewal of the partner's investment.
- 6.4.3 Media: LANG shall support the CONSORTIUM and the sponsor/partner with any official media launch or announcements. All media information for public release including any notification to media of an upcoming public release, shall be approved, and be agreed to in writing, in advance by the CONSORTIUM.
- 6.4.4 Partner Support: LANG shall provide to the CONSORTIUM and its sponsors/partners execution strategy and planning advice to maximize the commercial impact and benefits of the sponsorship, but LANG will not be responsible for executing any proposed strategy and plan.
- 6.4.5 Review: The CONSORTIUM reserves the right to conduct their own review, including legal review, of any proposed partner/sponsorship agreements.
- 6.4.6 Payment: Each sponsor/partner agreement shall clearly show how payment for sponsorship to the CONSORTIUM will be processed. The decision regarding how payment for sponsorships will be made to the CONSORTIUM, or otherwise directed by the CONSORTIUM, shall be determined in the sole opinion of the CONSORTIUM.
- 6.4.7 Form: All partner/sponsorship agreements shall use a form or template approved by the CONSORTIUM.
- 6.4.8 Timing: Timing for this Servicing Blueprint Phase shall be approved in writing by the CONSORTIUM.

6.5. Exclusions

- 6.5.1 This agreement does not include performing the CONSORTIUM's obligations set out in each sponsor/partner agreement, other than the media launch or announcement services described in Clause 6.4.3 of this Services Agreement. If requested by the CONSORTIUM, LANG is open to servicing sponsor/partner agreements on behalf of the CONSORTIUM, by entering into a separate agreement for such services with the CONSORTIUM.
- 6.5.2 LANG's appointment as exclusive sales agent of sponsorship opportunities in accordance with Clause 1.3 of this Services Agreement pertains and applies only to Canada Game Park. LANG shall not be a sales agent for any of the individual partners comprising the CONSORTIUM, or in respect of any other

activities or events associated with the individual CONSORTIUM partners or the CGHS.

6.5.3 LANG shall not procure or market naming rights or sponsorships for any facilities or locations other than Canada Games Park.

6.5.4 LANG shall not receive, or serve as trustee of, sponsorship sale proceeds at anytime.

7. REMUNERATION

7.1. Guaranteed Fees

7.1.1 Sales Management:

Phase 1	Analysis	\$50,000 + HST
Phase 2	Development	\$50,000 + HST
Phase 4	Servicing Blueprint	\$25,000 + HST
	Total Guaranteed Fee	<u>\$125,000 + HST</u>

7.1.2 Payment Schedule:

Phase 1	\$50,000 + HST	Invoice issued / payment due upon signing
Phase 2	\$25,000 + HST	Invoice issued May 15, 2021
	\$25,000 + HST	Invoice issued June 15, 2021
Phase 4	\$25,000 + HST	Date to be determined
	<u>\$125,000 + HST</u>	Total Guaranteed Fee

CONSORTIUM to provide LANG with a Purchase Order and Invoicing instructions

Payment due within 30-days of invoicing; however, the CONSORTIUM may hold back or set off against any payment if, in the opinion of the CONSORTIUM, acting reasonably, LANG has failed to comply with any requirements of this Services Agreement.

7.2. Sales Commission

7.2.1 Subject to Clause 7.2.2, LANG will receive 15% commission based on gross partner revenue generated for the CONSORTIUM throughout the lifespan of any partnership/sponsorship agreement facilitated by LANG during the term of this Services Agreement.

7.2.2 LANG's guaranteed sales management fees, totaling \$125,000 for Phases 1, 2, and 4, as listed in Clause 7.1.1 will be considered as a draw against LANG's commissions entitlement specified in Clause 7.2.1.

7.2.3 Commissions will be due and owing to LANG after the CONSORTIUM receives payment from the partner/sponsor per the agreed to

partner/sponsor payment schedule set out in the applicable partner/sponsor agreement.

- 7.2.4 If requested, LANG shall solicit meaningful and relevant budget relieving, co-promotional opportunities and/or value in kind (VIK) contributions. Where budget relieving value is exchanged in lieu of cash, LANG will receive a 15% commission paid in cash based on the gross value of in-kind contributions secured.

7.3. Expenses

- 7.3.1 All pre-approved expenses will be billed at cost, and paid within thirty (30) days of invoicing.
- 7.3.2 All eligible expenses shall be defined and approved by the CONSORTIUM in advance of billing.
- 7.3.3 All expenses are subject to review and approval by the CONSORTIUM prior to payment.

8. INSURANCE

- 8.1. During the term of this Agreement, LANG shall, at its own expense, obtain, and maintain, and kept in force, a Comprehensive General Liability insurance policy applicable to the obligations set out in this Service Agreement which is in a form that is satisfactory to the CONSORTIUM and which is written with an insurance company licensed to transact business in the Province of Ontario. Prior to commencement of the Project set out in Section 6 of this Service Agreement, LANG shall submit to the CONSORTIUM, a Certificate of Insurance evidencing the coverage required pursuant to this section.
- 8.2. The insurance policy shall provide an insured limit with a minimum of Two-Million Dollars (\$2,000,000) Canadian per occurrence exclusive of interest and costs.
- 8.3. The insurance policy shall provide the inclusion of each member of the CONSORTIUM as additional insured.
- 8.4. The insurance policy shall provide coverage with respect to Cross-Liability and Severability of Interests; Employer's Liability and Contingent Employer's Liability; and any other provisions applicable to the obligations to be carried out in connection with this Service Agreement.
- 8.5. The insurance policy shall provide thirty (30) days prior written notice of cancellation or material change.

9. INDEMNITY

- 9.1. LANG shall indemnify and save harmless the CONSORTIUM, its individual partners, and their respective directors, officers, administrators, employees, and agents from and against all claims, actions, losses, expenses, costs, or damages which any of them may suffer as a result of: (a) the negligence of LANG in the

performance or non-performance of this Agreement; or (b) any breach of this Agreement by the LANG.

- 9.2. In the event that any action, cause of action, claim or other legal document or process or other alleged claim concerning the matters governed by the indemnity provisions of this Service Agreement is commenced against or imposed upon LANG, LANG shall promptly give notice to the CONSORTIUM of such document, process or claim. LANG acknowledges and agrees that the CONSORTIUM acting reasonably reserves the right to elect at any time to conduct its own appeal, contestation, defence or settlement negotiations at CONSORTIUM's expense after giving notice of same to LANG.
- 9.3. Notwithstanding any other provision of this Services Agreement, LANG acknowledges and agrees that the Consortium may, for any reason, decline to accept or enter into any partnership/sponsorship agreement or arrangement recommended by LANG, and that LANG shall have no claim whatsoever against the CONSORTIUM and/or its individual partners with respect to any damage or compensation alleged as a result of such decision.

10. CONFIDENTIALITY

- 10.1. The Parties agree that the details of this Agreement and any information or documents that are intended to be confidential shall be confidential, and each Party shall undertake whatever measures are reasonably necessary to preserve that confidentiality. Notwithstanding the foregoing, either Party shall be entitled to make disclosure concerning the details of this Agreement or such other confidential information or documents as required by law or as may be reasonably necessary to carry out the terms of this Agreement. The Parties agree to comply with all applicable privacy laws.
- 10.2. "Confidential Information" means all information and materials, in any medium or however stored relating to the business and management of the Parties, including all policies, business information, technical information, employee information, accounting and financial information, trade secrets and materials that are not available publicly, including any information marked confidential, restricted, or proprietary by the applicable Party. Either Party's failure to so mark any material shall not, however, relieve the other Party of the obligation to maintain the confidentiality of any unmarked material that such Party knows, or reasonably ought to know, contains Confidential Information.

11. NOTICES

- 11.1. Any notice to be given under or pursuant to the provisions of this Agreement shall be in writing and delivered by prepaid courier or by electronic mail to the address of the other Party set out below or such other address as either Party may advise by notice in accordance with this Article. Notice shall be deemed to have been given on the day of delivery, or in the case of electronic mail, on the day of transmittal prior to 5 p.m. on a business day, or on the next following business day if given by electronic mail on a non-business day or after 5 pm. on a business day.

To: **Canada Games Park Consortium**

In care of

Attention: David Oakes, Deputy Chief Administrative Officer
The Corporation of the City of St. Catharines

Address: PO Box 3012, 50 Church Street, St. Catharines, ON L2R
7C2

E-Mail: doakes@stcatharines.ca

To: **Lang Partnerships Network**

Attention: Mike Lang, President

Address: 6951 Derry Road, Building B, PO Box 40040 Milton ON
L9T 7W4

E-Mail: mlang@langpartnerships.ca

12. ALTERATIONS TO AGREEMENT

- 12.1. No alteration or amendments of this Services Agreement will be effective unless in writing and duly executed by each of the Parties in the same manner as this agreement.

13. NON-ASSIGNABILITY

- 13.1. Neither LANG or the CONSORTIUM may assign this Services Agreement or subcontract to any person any right, duty, or obligation without the prior written consent of the other Party and any attempt to so assign or subcontract without consent will be null and void and of no effect.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Each partner of the CONSORTIUM and the CGHS retain and own all right, title and interest in, and to all trademarks, copyrights, images, logos, and other intellectual property relating to their respective organizations (collectively, the "**Intellectual Property**"). LANG shall not use, or allow the use of, the Intellectual Property of any CONSORTIUM partner without their expressed written permission.
- 14.2 LANG represents and warrants that in its provision of the work, services, and deliverables under this Service Agreement, LANG will not, with respect to the Intellectual Property or otherwise, knowingly infringe or knowingly induce the infringement of the intellectual property rights of the CONSORTIUM, CGHS or any third party.
- 14.3 All slogans, plans, proposals, marketing concepts, presentations, sales materials, rendering and other creative products or presentation materials (collectively the "Sales Materials") developed by LANG in support of or in relation to the services provided by LANG under this Services Agreements and all intellectual property rights arising therefrom or attaching to any Sales Material shall belong to the CONSORTIUM and be the exclusive property of the CONSORTIUM. The CONSORTIUM shall have the right to prepare derivative works based upon any of the Sales Material and shall have full ownership rights in the derivative works.

LANG irrevocably assigns to and in favour of the CONSORTIUM and the CONSORTIUM accepts every right, title and interest in and to all intellectual property in the Sales Material, immediately following the creation thereof, for all time and irrevocably waives in favour of the CONSORTIUM all rights of integrity and other moral rights to all Sales Material, immediately following the creation thereof.

14.4 [CONSORTIUM acknowledges that LANG possesses certain inventions, processes, know-how, trade secrets, improvements, other intellectual properties and other assets, including analytical methods, procedures and techniques all of which have been independently developed and which relate to LANG's business and operations (together, the "LANG IP"). CONSORTIUM and LANG agree that to the extent that any Sales Material or any other deliverable provided hereunder includes any LANG IP, LANG grants to the CONSORTIUM a perpetual, worldwide, non-exclusive, irrevocable, transferrable, royalty free, fully paid up right and license to use, modify reproduce and distribute such Sales Materials or other deliverables and to authorize other Persons, including agents and contractors to do any of the former on behalf of the CONSORTIUM].

15. GENERAL PROVISIONS

15.1 Force Majeure

15.1.1 Neither the CONSORTIUM nor LANG shall be liable for damages caused by delay or failure to fulfill any material obligation under this Service Agreement where such delay or failure is caused by an event of force majeure. Force Majeure events shall include, without limitation, natural disasters and acts of war, insurrection, and terrorism, epidemic, pandemic, quarantine restriction, stop-work order or injunction issued by a court or public authority having jurisdiction and governmental embargo, provided that such event is not otherwise specifically dealt with under this Service Agreement or does not arise as a result of:

- a) the negligence or willful misconduct of the CONSORTIUM, LANG or those for whom each is in law responsible;
- b) any act or omission by the CONSORTIUM, LANG or those for whom each is in law responsible in breach of the provisions of this Service Agreement;
- c) lack or insufficiency of funds or failure to make payment of monies as required of the CONSORTIUM or LANG; or
- d) any delay or shortages of supplies or labour.

15.1.2 LANG shall use its reasonable commercial efforts to minimize any delays or damages attributable to any such event of Force Majeure.

15.1.3 If the Services are interrupted by an event of Force Majeure for more than

sixty (60) consecutive calendar days then the CONSORTIUM shall have the right to terminate this Services Agreement by written notice to LANG.

- 15.1.4 Lang shall at all times ensure that it is in compliance with all applicable laws, statutes, regulations and by-laws which may pertain to the provision of the Services.

15.2 Termination of Agreement

Both parties reserve the right in their sole discretion to cancel this Services Agreement on fourteen (14) days written notice to the other party, without further liability of any kind upon: (1) failure of the other party to meet the described milestone events and dates as required by the Services Agreement; (2) any breach of a condition of the Services Agreement by the other party; (3) the performance of the other party of the obligations of this Services Agreement is not in accordance with this Services Agreement; or (4) the subsequent insolvency or bankruptcy of the other party.

15.3 Governing Law

This Services Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada. Any legal proceeding arising in connection with this Service Agreement shall be commenced and heard in a court (or, if applicable, a tribunal of competent jurisdiction) sitting in Ontario, which it is agreed will be the appropriate location.

15.4 Currency

Unless otherwise provided herein, all monetary amounts referred to in this Service Agreement shall refer to the lawful money of Canada.

15.5 Entire Agreement

This Services Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representation or agreements, either written or verbal between the parties.

15.6 Counter Parts

- 15.6.1 This Services Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The execution of this Services Agreement by a Party and electronic transmission of such execution to the other Party shall be as binding on the Parties as if an original signature of the relevant Party had been provided.

- 15.6.2 Each counterpart of this Services Agreement, and any other document to be delivered by one or more Parties under this Services Agreement, may be executed by electronic signature through an Electronic Signature Platform, or by handwritten signature delivered to the other Party or Parties

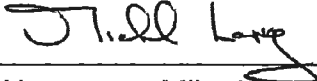
by electronic transmission in PDF format. Any such electronic signature or handwritten signature delivered by electronic transmission shall be valid, binding and enforceable upon the party or Parties so executing and/or delivering same electronically to the same extent and shall have the same legal effect as an original signature.

SIGNATURE PAGE FOLLOWS

This agreement is binding and effective upon signing.

AGREED TO AND ACCEPTED.

LANG PARTNERSHIPS NETWORK



Name: Mike Lang

Title: President

Date: August 20, 2021

I have the ability to bind the Corporation

HST# 789392321

CANADA GAMES PARK CONSORTIUM:

THE REGIONAL MUNICIPALITY OF NIAGARA



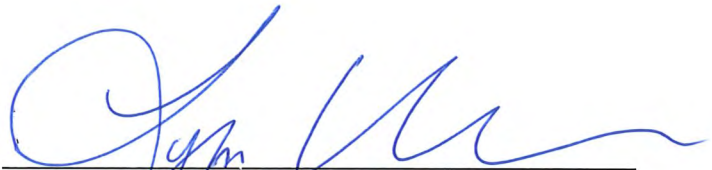
Name: Ron Tripp

Title: Acting CAO

Date: Sept. 8/21

I have the ability to bind the Corporation

BROCK UNIVERSITY



Name: LYNN WELLS

Title: INTERIM PRESIDENT

Date: SEPTEMBER 10, 2021

I have the ability to bind the Corporation

THE CORPORATION OF THE CITY OF ST. CATHARINES



Name: DAVID OAKES

Title: CAO

Date: Sept. 11/2021

I have the ability to bind the Corporation

THE CORPORATION OF THE CITY OF THOROLD



Name: Terry Agulini

Title: Mayor

Date: September 10, 2021

I have the ability to bind the Corporation