

TOURNAMENTS
SECTION XII - WTA TOURNAMENT MEMBERSHIPS

violation of this Section 3 following finalization of a purported Lease or an amendment or modification to any Lease and/or approval of a Lease, the WTA has continuing jurisdiction to assess any sanction in accordance with the foregoing.

- g. Each member shall be responsible for ensuring compliance with the provisions of this Section 3 in connection with any Lease directly or indirectly relating to it. Furthermore, notwithstanding anything to the contrary in any Lease or otherwise (i) the entering into or enjoyment of any Lease by a member shall not relieve such member of any of its obligations under the Rulebook, the WTA By-Laws, any decision, ruling or action by the WTA Tour (including by the Board of Directors, any authorized committee of the Board of Directors, or the CEO, with respect to matters within their respective jurisdictions), any resolution or policy adopted by the Board of Directors or any other agreement or arrangement between such member and the WTA, (ii) each member shall be responsible for the acts of any lessee or counterparty to any Lease and all payments and other obligations to the WTA, and (iii) any and all lessees or counterparties to any Lease shall be required to comply with all of the terms and provisions of the Rules. All requests and payments made by any member to the WTA shall be made directly by the member/lessor, unless otherwise expressly approved or directed by WTA. Unless otherwise directed by the member/lessor, WTA Management shall have the right, but not the obligation, to communicate and coordinate directly with any lessee of any Lease, including, without limitation, with respect to the operational elements of the applicable Tournament.
- h. In the event a lessee defaults with respect to any of the financial or other obligations in the Rulebook applicable to Tournaments, including the prize money requirements and Tournament Standards of Performance, the lessor shall, at all times, remain liable for such defaults and any penalties for such defaults shall be imposed against the lessor's Tournament Class Membership.
- i. The requirements set out above shall be waived for any Lease entered into before November 3, 2008; provided, however, that the CEO shall have the right at any time, and from time to time, to request copies of any Lease entered into before such date and/or any other information related thereto that the CEO deems reasonably necessary for purposes of making a recommendation to the Board of Directors or ensuring that the Lease and arrangement between the member and the lessee are in compliance with the Rules and/or in the best interest of the WTA, and each member shall be required to furnish all such documentation and information upon request. Any modification, amendment or extension to such a Lease shall be subject to the provisions of this Section XII.I.3.