MEMBERSHIP - TERMS AND CONDITIONS

These Terms and Conditions contain, among other terms, auto-renew provisions, disclaimers of liability, an exclusive remedy, a binding arbitration clause, and a class action waiver. Please read them carefully.

As part of the consideration for the 2024-25 "**Season Ticket Membership**" (which term, as used herein, includes full-season ticket plans and half-season ticket plans) or 2024-25 "**Partial Plan Membership**" (which term, as used herein, includes any other season ticket plans for less than a full season or half season) as applicable (the "**Membership**") being licensed hereunder to Member (as defined below) by Philadelphia 76ers, L.P. (such entity, together with the Philadelphia 76ers National Basketball Association ("**NBA**") team operated by such entity, the "**76ers**"), Member hereby agrees to (i) timely pay the charges listed in the payment form(s) or invoice(s) (whether in hard copy, electronic, or other format) relating to Member's Membership subscription (the "**Payment Form**"; and the aggregate charges listed therein, the "**Membership Fee**"), (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with the terms and conditions provided or referenced in this document or on www.nba.com/sixers/mysixerstickets or a similar website linked therefrom (all such terms and conditions, together with the Payment Form, this "**Membership License**"). Each ticket licensed under this Membership License is referred to herein as a "**Ticket**". Tickets and other benefits or privileges of Membership are referred to herein as "**Membership Privileges**".

1. Member. The "**Member**" shall be the one natural person or legal business entity that is on record in the 76ers' database as the registered holder of the Membership. If a Membership is registered in the name of a legal business entity, a contact person must be identified and the 76ers shall have the right to rely on the actions of such contact person as the actions of Member. The 76ers' acceptance of payment for Tickets or other Membership Privileges from any person or entity other than Member does not grant any rights to Tickets or other Membership Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity.

2. Term. The term of this Membership License (the "**Term**") shall begin on the earlier of (x) the date Member signs and delivers the Payment Form and (y) the date Member makes full or partial payment of the Membership Fee and, subject to early termination as provided herein, shall end on, with respect to the Season Ticket Membership, the later of (a) the last regular season 76ers home game of the 2024-25 NBA season, and (b) if the 76ers participate in the 2024-25 NBA playoffs and Member has the right under this Membership License to, and does, purchase Tickets to 76ers playoff home games for the 2024-25 NBA season (and such right is not revoked as described below), the 76ers' last playoff home game of the 2024-25 NBA season that is included in the applicable Season Ticket Membership and, with respect to the Partial Plan Membership, the last regular season 76ers home game of the 2024-25 NBA season that is included in the applicable Partial Plan Membership.

3. Membership Fee. As part of the consideration for the right to receive the Tickets and other Membership Privileges, Member shall timely pay the Membership Fee to the 76ers as indicated on the Payment Form. All payments by Member under this Membership License shall be made without offset, deduction or counterclaim and are non-refundable except as expressly provided otherwise herein.

4. Revocable License. Each Ticket represents a separate, limited, and revocable license that only permits the bearer the right to attend the 76ers home game identified on such Ticket and sit in the seat location identified on such Ticket. No property rights, and no renewal or expectancy rights, are conveyed under this Membership License, any Ticket, or any other item the 76ers may deliver to Member under this Membership License. This Membership License and any or all of the Tickets and other Membership Privileges are revocable at any time by the 76ers, in its sole and absolute discretion, with cause (including a breach of this Membership License) or without cause. Upon any revocation of the Membership License, the 76ers may, in its sole and absolute discretion, (A) cancel, inactivate, and revoke any or all Tickets for the remaining games of the 2024-25 NBA season (and deny the holder of such revoked Tickets admission for the games to which such revoked Tickets apply) and/or (B) cancel, inactivate, and revoke any or all other Membership Privileges, including any right Member may have under this Membership License to purchase tickets to 76ers playoff home games for the 2024-25 NBA season. Upon a revocation of the Membership License in its entirety with cause, the 76ers shall have the right to retain any previously paid portion of the Membership Fee, subject to Section 11. Upon a revocation of the Membership License in its entirety without cause, the 76ers shall refund to Member any previously paid portion of the Membership Fee attributable to Tickets for regular season 76ers' home games in the 2024-25 NBA season to be played following revocation. If the 76ers revoke any Tickets with respect to any particular game with cause but do not revoke the Membership License in its entirety, no refund will be paid to Member. For the avoidance of doubt, the occurrence of any Lost Game(s) (as defined below) pursuant to Section 7 of this Membership License, and actions taken by the 76ers as a result, shall not be deemed a revocation of the Membership License in its entirety, with or without cause.

5. No Renewal Right; Auto-Renew; Playoff Opt-Out. (A) This Membership License covers only, with respect to the Season Ticket Membership, 2024-25 NBA preseason and regular season 76ers home games to which the applicable Season Ticket Membership applies and, with respect to the Partial Plan Membership, 2024-25 NBA regular season 76ers home games to which the applicable Partial Plan Membership applies, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any play-in tournament games (i.e., the preliminary postseason tournament to determine the final two playoff seeds). Member acknowledges and agrees that Member neither has a reasonable expectation, nor any right or privilege, implied or otherwise, to (i) purchase or receive playoff tickets for the 2024-25 NBA season (except, with respect to the Season Ticket Membership, for the rights expressly granted as part of this Membership License and displayed on www.nba.com/sixers/mysixerstickets, which rights remain subject to 76ers' rights under Sections 4, 6 and 11) or any subsequent NBA season(s), (ii) purchase or receive tickets or other Membership Privileges for any subsequent NBA season(s), or (iii) renew this Membership License for any subsequent NBA season(s). Member further acknowledges and agrees that if the 76ers (in its sole and absolute discretion) offers Member the opportunity to renew this Membership License for any subsequent season(s), neither such offer nor any acceptance by Member shall create a course of dealing

between Member and the 76ers or a reasonable expectation, right or privilege, implied or otherwise, to any further renewal.

(B) If the 76ers (in its sole and absolute discretion) offers Member (and does not revoke) the opportunity to renew Member's Season Ticket Membership for the 2025-26 NBA season, Member's Season Ticket Membership will automatically renew for the 2025-26 NBA season as follows: If Member receives notice from the 76ers (a "**Season Ticket Auto-Renew Notice**") setting forth or otherwise directing Member (including via hyperlink) to the price(s) and seat location(s), as well as certain terms and conditions, of Member's Season Ticket Membership for the 2025-26 NBA season, Member must notify the 76ers, in the manner prescribed by the 76ers in the Season Ticket Auto-Renew Notice and, unless indicated otherwise in the Season Ticket Auto-Renew Notice, within two (2) weeks following receipt of such notice (the "**Season Ticket Response Deadline**"), that Member wishes not to renew Member's Season Ticket Membership for the 2025-26 NBA season. If Member does not provide such notice to the 76ers by the Season Ticket Response Deadline, Member shall be deemed to have accepted Member's Season Ticket Membership for the 2025-26 NBA season upon the terms and conditions set forth in or otherwise directed (including via hyperlink) by the Season Ticket Auto-Renew Notice (which terms and conditions may be available on www.nba.com/sixers/mysixerstickets or a similar website linked therefrom), and Member's credit card will be charged a non-refundable amount no earlier than two (2) days following the Season Ticket Response Deadline in the amount set forth in the Season Ticket Auto-Renew Notice, and will thereafter continue to be charged by the 76ers consistent with the payment option selected on the Payment Form for the 2024-25 Season Ticket Membership (or deemed selected pursuant to a previous season's payment terms). For illustration purposes only, if Member receives the Season Ticket Auto-Renew Notice on January 29, 2025, Member must provide notice to the 76ers by February 12, 2025 that Member wishes not to renew, or Member's credit card will be charged on or about February 14, 2025. If Member renews this Membership License pursuant to the aforementioned terms for the 2025-26 NBA season, then unless the 76ers notifies Member in writing otherwise, the same renewal process will apply to subsequent NBA seasons (if the 76ers, in its sole and absolute discretion, offers Member the opportunity to renew the Membership License for such subsequent NBA season(s)). For clarity, if Member does not provide notice to the 76ers by the Season Ticket Response Deadline for the applicable subsequent NBA season that Member does not wish to renew for such NBA season, Member's credit card will be charged a non-refundable amount in the amount and on the date(s) set forth in the Auto-Renew Notice for such NBA season.

(C) If the 76ers (in its sole and absolute discretion) offers Member (and does not revoke) the opportunity to place a deposit for a Partial Plan Membership for the 2025-26 NBA season, Member's deposit for the Partial Plan Membership will automatically be placed for the 2025-26 NBA season as follows: If Member receives notice from the 76ers (a "**Partial Plan Deposit Auto-Renew Notice**") setting forth or otherwise directing Member (including via hyperlink) to the price(s) of a non-refundable deposit, as well as certain terms and conditions, for a Partial Plan Membership for the 2025-26 NBA season, Member must notify the 76ers, in the manner prescribed by the 76ers in the Partial Plan Deposit Auto-Renew Notice and, unless indicated otherwise in the Partial Plan Deposit Auto-Renew Notice, within two (2) weeks following receipt of such notice (the "**Partial Plan Deposit Response Deadline**"), that Member wishes not to place a deposit for a Partial Plan Membership for the 2025-26 NBA season. If Member does not provide such notice to the 76ers by the Partial Plan Deposit Response Deadline, Member shall be deemed to have placed a deposit for a Partial Plan Membership for the 2025-26 NBA season upon the terms and conditions set forth in or otherwise directed (including via hyperlink) by the Partial Plan Deposit Auto-Renew Notice (which terms and conditions may be available on www.nba.com/sixers/mysixerstickets or a similar website linked therefrom), and Member's credit card will be charged a non-refundable amount no earlier than two (2) days following the Partial Plan Deposit Response Deadline in the amount set forth in the Partial Plan Deposit Auto-Renew Notice. For illustration purposes only, if Member receives the Partial Plan Deposit Auto-Renew Notice on January 29, 2025, Member must provide notice to the 76ers by February 12, 2025 that Member wishes not to place a deposit, or Member's credit card will be charged on or about February 14, 2025. If Member renews this Membership License pursuant to the aforementioned terms for the 2025-26 NBA season, then unless the 76ers notifies Member in writing otherwise, the same renewal process will apply to subsequent NBA seasons (if the 76ers, in its sole and absolute discretion, offers Member the opportunity to renew the Membership License for such subsequent NBA season(s)). For clarity, if Member does not provide notice to the 76ers by the Partial Plan Deposit Response Deadline for the applicable subsequent NBA season that Member does not wish to renew for such NBA season, Member's credit card will be charged a non-refundable amount in the amount and on the date(s) set forth in the Partial Plan Deposit Auto-Renew Notice for such NBA season.

(D) If, with respect to the Season Ticket Membership, the 76ers (in its sole and absolute discretion) offers Member (and does not revoke) the opportunity to purchase tickets to all or a portion of 76ers playoff home games for the 2024-25 NBA Playoffs ("**Playoff Tickets**"), Member will automatically purchase Playoff Tickets as follows: If Member receives notice from the 76ers (which notice may be included in the Auto-Renew Notice referenced above) ("**Playoff Notice**") setting forth or otherwise directing Member (including via hyperlink) to the price(s), seat location(s), as well as certain terms and conditions, of Member's purchase of Playoff Tickets, Member must notify the 76ers, in the manner prescribed by the 76ers in the Playoff Notice and, unless indicated otherwise in the Playoff Notice, within two (2) weeks following receipt of such notice (the "**Playoff Response Deadline**"), that Member wishes not to purchase Playoff Tickets. If Member does not provide such notice by the Playoff Response Deadline, Member shall be deemed to have agreed to purchase Member's Playoff Tickets upon the terms and conditions set forth in or otherwise directed (including via hyperlink) by the Playoff Notice, and Member's credit card will be charged a non-refundable amount in the amount and on the date(s) set forth in the Playoff Notice.

6. Limits on Transferability. Member shall not sell, assign, or otherwise transfer for consideration (i) this Membership License, (ii) any Membership Privileges (other than Tickets), or (iii) with respect to a Season Ticket Membership for full-season ticket plans, Tickets with respect to ten (10) or more games, with respect to a Season Ticket Membership for a half-season ticket plan, Tickets with respect to five (5) or more games, or, with respect to a Partial Plan Membership, Tickets with respect to three (3) or more games, in each case, without the 76ers' express written consent. Any permitted sale, assignment or transfer of Tickets must be in compliance with applicable law (including but not limited to any licensing requirements or resale limitations contained within the Ticket Resellers Law found at N.J.S.A 56:8-26 et seq.). Upon any violation

of this Section 6, the 76ers shall have the right to revoke this Membership License, the Tickets, and the other Membership Privileges as a revocation with cause under Section 4. Without limiting the foregoing, any sale, assignment, or transfer of Tickets to any person who fails to satisfy any Safety Requirement (including, without limitation, any pre-game requirements established by the 76ers or Arena operator) may be voided by 76ers and such Tickets cancelled without any refund or credit to the transferor or transferee.

7. Non-Occurrence of Events; Other Events; Neutral Site Events. Nothing herein, including the 76ers' issuance of Tickets, shall constitute any warranty, representation, covenant, or guarantee by the 76ers that any number of games (including any number of preseason, regular season, or playoff games) will occur at the Wells Fargo Center in Philadelphia, Pennsylvania (the "**Arena**") or at any other location. Member acknowledges and agrees that the revocable rights to Tickets are solely for, with respect to the Season Ticket Membership, the 2024-25 NBA preseason and regular season games to which the applicable Season Ticket Membership applies and, with respect to the Partial Plan Membership, the 2024-25 NBA regular season games to which the applicable Partial Plan Membership applies (and, if, with respect to the Season Ticket Membership, expressly provided in this Membership License, the right to purchase tickets for playoff games) presented by the 76ers and played at the Arena, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game (including, without limitation, any event or game that is held in the 76ers' market or hosted by the NBA at the Arena or in which the 76ers participates that is held at a location other than the Arena (e.g., any neutral site game, game as part of any midseason tournament, or NBA All Star or NBA Draft event) or in which the 76ers participates that is held at the Arena but is not an NBA preseason, regular season, or playoff game (each, a "**League Special Game**")). Member acknowledges and agrees that the 76ers and/or NBA may cancel, postpone, reschedule, or relocate games for any reason (e.g., move a preseason or regular season game of the 76ers from the Arena to an alternate venue for the purposes of playing a League Special Game or addressing a force majeure event or occupancy condition), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations, and presentations of NBA games and events. If any 76ers home game for which Tickets have been purchased and paid for under this Membership License (x) is not played at the Arena for any reason and not otherwise played (or scheduled to be played) at the Arena at any other date or time or (y) is played at the Arena but Member is not permitted to attend for any reason (e.g., due to attendance limitations) (each of (x) and (y), a "**Lost Game**"), including, without limitation, due to concerns related to the coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "**COVID-19**") or any other epidemic, pandemic, or force majeure event, a work stoppage or labor dispute by and among the NBA and/or their respective players or any other cause, then (A) such event shall in no way be deemed, argued, or construed to be a breach by 76ers or the NBA of this Membership License or any other terms, conditions, agreement, or other duties or obligations in connection with the sale and use of Tickets, (B) except as provided in clause (C) below, Member hereby waives and releases any and all claims Member may have against the 76ers, the other Releasees (as defined in Section 12), and/or the NBA with respect to such Lost Game, and (C) if Member has complied with all of its Membership License obligations, then Member's sole and exclusive remedy as a result of a Lost Game shall, upon Member's written request (by email, with respect to Season Ticket Memberships, to 76ersservice@76ers.com and, with respect to Partial Plan Memberships, to tickets@76ers.com), be, at 76ers' option (i) an account credit, for use to purchase additional tickets or seat upgrades for 76ers home games at the Arena during the 2024-25 NBA regular season or the subsequent NBA regular season, or to be applied as a credit against Member's outstanding Membership Fee balance, which credit shall be applied against Member's last Membership Fee installment (or, if applicable, any Membership Fee balance with respect to the 2025-26 NBA season) or (ii) a refund, in each case, in an amount equal to the face value of Member's Tickets for the Lost Game(s) (as determined by 76ers in its sole and absolute discretion, it being acknowledged by Member that the face value of Tickets frequently differs from game to game). No credit, refund, or other remedy will be provided for any missed or relocated preseason 76ers home games.

8. Use of Images; Unauthorized Reproductions. (A) Member grants permission to the 76ers and the NBA (and their designees and agents) to utilize Member's and any of Member's guests and other Ticket holders' (and Member represents, warrants, and covenants that Member has or will obtain all approvals needed to provide such consent) image, likeness, voice, actions, and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, or in connection with, a 76ers game (whether in or outside the Arena) in any medium, whether now known or hereinafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, Member grants to the 76ers and the NBA permission to collect, use, share and store certain Member facial and other biometric information as permitted by law, including for security purposes. (B) Member agrees not to transmit, distribute, misappropriate, or sell (or aid in transmitting, distributing, misappropriating, or selling), in any media now or hereafter existing, any description, account (whether text, data, or visual, and including (without limitation) play-by-play data), picture, video, audio, or other form of exploitation or reproduction of the event or any surrounding activities (in whole or in part) for which a Ticket is issued, in including any or other Membership Privileges. Tickets may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling, or gaming activities, without the express written consent of the 76ers and NBA.

9. Compliance with Rules and Regulations. (A) Member shall, and shall cause all guests using Tickets or other Membership Privileges to, comply with (i) all rules, regulations, policies and procedures adopted from time to time by the 76ers, the Arena operator, and/or the NBA, including, without limitation, (x) all policies with respect to the cancellation, postponement, or rescheduling of a 76ers home game, (y) all announcements issued over the Arena's public address system, and (z) the NBA Fan Code of Conduct and other NBA rules related to fan conduct or otherwise, and (ii) all applicable federal, state and local laws, rules, regulations and orders of government, regulatory or health authorities. (B) Subject to applicable law, neither Member nor any of Member's guests may bring any food or beverages into Arena or prepare or consume any food or beverages at Arena, in each case, except through the 76ers, the Arena operator, or a third party duly authorized by the Arena operator to serve food and beverages at Arena. (C) 76ers reserve the right to revoke Member's Membership License, and/or refuse admission to or eject from the Arena any person whose conduct it deems disorderly or otherwise in violation of any rules, regulations, policies, procedures, orders, or laws referenced above, including without limitation, any conduct the

76ers deem, in its sole discretion, to be harassment, discrimination, bullying, violence or retaliation directed towards a 76ers employee or third party who does business with or otherwise interacts with a 76ers employee. If Member or any guest thereof is refused entry to or ejected from the Arena for such reason, whether by 76ers or the Arena operator, Member shall forfeit any claim for any credit, refund, or other remedy. (D) The 76ers reserve the right to take appropriate action against individuals who fraudulently or otherwise improperly obtain wheelchair and companion seats including, without limitation, ejection and legal action. (E) Member and Member's belongings may be searched upon entry to the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the NBA, 76ers, and/or Arena operator, and Member hereby consents to the foregoing and waives any related claims that might arise against the NBA, 76ers, and/or Arena operator. If Member elects not to consent to such searches, Member will be denied entry into the Arena without refund. 76ers and the NBA reserve the right to modify from time to time any of its respective rules, regulations, policies, and procedures, including, but not limited to, those described in this Section.

10. Location Change. The 76ers reserve the right to relocate the Tickets to any other location in the Arena (with a price adjustment, if applicable, based on the rate at which 76ers is offering the new seats for sale at the time of relocation) if 76ers determines, in its sole discretion, such relocation is advisable to facilitate any construction project or other alteration or modification to the Arena, or due to any NBA or government requirements, health or safety reasons, or other reasons beyond the reasonable control of the 76ers. If 76ers exercises such right, 76ers agrees to use its reasonable efforts to provide a reasonably comparable location as Member's sole and exclusive remedy. Member acknowledges that 76ers makes no guarantee of any specific locations and that the alternative locations will be provided based on availability.

11. Default/Termination. Member shall be in default under this Membership License if Member (a) fails to remit any payment in accordance with the terms of this Membership License (including any rejection of any automated payment or debit or any credit card under any payment plan) or (b) fails to comply with or perform any of the other terms, obligations, covenants, or conditions in this Membership License. Upon any such default, then, in addition to any and all other rights and remedies available to the 76ers and its affiliates under this Membership License, at law, or in equity or otherwise, the 76ers may, in its sole and absolute discretion, do any one or more of the following: (i) cancel, inactivate, and revoke all or a portion of the Tickets and other Membership Privileges (and deny admission into Arena), (ii) apply any amounts previously paid (regardless of which games or benefits such amounts are attributable to) towards any Damages (as defined below) with no obligation to return or refund such amounts except as set forth in the proviso to this sentence, (iii) if Member is expressly granted the right to purchase Tickets to 76ers home playoff games in this Membership License, revoke such right, (iv) suspend all or any portion of Member's rights hereunder, and (v) terminate this Membership License and any or all of Member's rights under this Membership License for cause, in each case, with no further liability or obligation of any kind to Member, provided that 76ers shall at its option credit or refund to Member any amount previously paid by Member in excess of the damages caused by all defaults of Member or its guests, licensees or affiliate (including without limitation costs of collection of any amounts due, allocable costs of in-house counsel and other attorneys' fees and other costs and expenses incurred in connection with enforcement of remedies for such default) (collectively, "**Damages**"). Except as expressly required by applicable law, 76ers shall have no duty to mitigate its Damages as a result of a breach or default by Member and any amounts received by 76ers from any re-sale of the Tickets or other Membership Privileges shall not reduce Member's obligations hereunder. Interest on all late amounts due shall accrue from the date of non-payment until paid in full at a rate equal to the lesser of one percent (1.0%) per month or the maximum rate permissible under applicable law. Member acknowledges that (i) 76ers plans to fully enforce its rights under this Membership License; and (ii) in entering into this Membership License, Member has not relied upon any prior policies or practices of Member related to enforcement of (or any waiver or failure to enforce) any obligations similar to those contemplated hereunder (for non-payment or otherwise). No failure by the 76ers to exercise any right or remedy in connection with a breach by any person or entity of any provision hereunder (or the corresponding provision in the membership license of another person or entity) shall operate as a waiver of such right or remedy with respect to a breach by any other person or entity (including Member) of such provision (or the corresponding provision in this Membership License or the membership license of another person or entity). The provisions of Sections 4, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, and 19 shall survive the termination or expiration of this Membership License.

12. Liability. (A) Except in the case of a Lost Game, League Special Game, or any other scenario or circumstance for which a remedy is set forth in this Membership License, the 76ers' and the other Releasees' (as defined below) liability for damages of any kind arising out of this Membership License is limited to a refund of the actual purchase price paid by Member to 76ers (and expressly excluding any amount paid in excess of face value to any third party) for Tickets to games not yet played under this Membership License. This remedy is exclusive except as expressly provided otherwise herein. For the avoidance of doubt, except as provided otherwise herein, in no event shall the 76ers or any other Releasee be liable for any other direct, indirect, incidental, special, punitive, exemplary, or consequential damages or for lost profits, revenues or business opportunities even if such Releasee has been advised of the possibility of such damages or if such damages were foreseeable.

(B) Member, on behalf of itself, its guests, and any holder of any Ticket, assumes all risk arising from, or related in any way to, any use of the Tickets (including, without limitation, at any 76ers game and whether in or outside the Arena) or any other Membership Privileges (whether occurring prior to, during, or after such use), howsoever caused and whether by negligence or otherwise (except where prohibited by law as described in Section 19 below). Member waives and releases, to the fullest extent permitted by law, all claims, whether known or unknown, relating to or arising from any injury, loss, or damage against 76ers, and their respective affiliates, and the officers, directors, managers, owners, employees, agents, successors, and assigns of each of the foregoing (all of the foregoing, collectively, the "**Releasees**"). Member acknowledges and agrees that the Releasees shall not be responsible for any injury, loss, or damage (including for lost or stolen property).

(C) Member shall indemnify and hold harmless, to the fullest extent permitted by law, all Releasees from and against any liabilities, losses, damages, claims, demands, choses in action, costs and expenses, including reasonable attorneys' fees (including in any action between Member and the 76ers or any other Releasee, or any action by a third party), costs of investigation (whether or not

litigation occurs) and litigation expenses, arising out of or related to any act or omission, breach of any provision of this Membership License, or violation of any applicable law, rule, regulation or order, in each case, by Member, any of Member's guests, or any holder of Member's Tickets. IF MEMBER IS A NEW JERSEY RESIDENT OR OTHERWISE HAS RIGHTS UNDER NEW JERSEY'S CONSUMER PROTECTION LAWS, NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

(D) Due to the uncertainty related to COVID-19, Member's admission to the Arena is subject to all safety and health requirements and policies put in place by the 76ers, NBA, and the Arena, including any requirements relating to face masks and/or enhanced health screenings (which may include a requirement that Member, and Member's guests, be tested for and/or vaccinated for COVID-19 prior to or during any 76ers home game and to provide proof of such testing and/or vaccination). Such policies and requirements as they may be updated from time to time (in the sole determination of 76ers, NBA and/or Arena operator) and as they may be communicated to Member prior to or during any 76ers home game (whether orally or in writing) by, for example, instruction provided by 76ers or Arena personnel or signage in or around the Arena, are collectively referred to below as the "**Safety Requirements**". Member acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during any 76ers home game), and attendance at any 76ers home game is conditioned on such compliance.

(E) Member agrees that neither Member, nor anyone in Member's party, will attend any 76ers home game if, within the time period as prescribed by the Centers for Disease Control and Prevention (the "**CDC**") or the NBA, whichever is longer (such time period, the "**Applicable Time Period**"), Member has (or Member's guest or any other person with whom Member has had close contact has) tested positive for COVID-19, or, unless fully-vaccinated for COVID-19 (as defined by the CDC and which may include a requirement for "booster" or any other additional vaccinations as the CDC may indicate from time to time), any one or more of the following is true on the day of such 76ers home game: (i) within the prior Applicable Time Period, Member has (or Member's guest or any other person with whom Member has had close contact has) been exposed to someone who has tested positive for COVID-19; (ii) within the prior Applicable Time Period, Member has (or any person in Member's party or with whom Member has had close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4ºF or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, new loss of taste or smell, nasal congestion, runny nose, vomiting, nausea, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC ("**COVID-19 Symptoms**")); anyone who is fully vaccinated but experiences any of the COVID-19 Symptoms identified above within the Applicable Time Period prior to such 76ers home game should nevertheless consult a healthcare provider and receive a negative test result for COVID-19 before attending; or (iii) within the prior Applicable Time Period, Member has (or any person in Member's party or with whom Member has had close contact has) travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

(F) Failure to comply with Safety Requirements shall automatically terminate any rights that Member may have under this Membership License and shall authorize the 76ers to revoke the Membership License, refuse admission to the Arena, or eject Member from the Arena, with cause in each case, and subject Member to all legal remedies available to the 76ers, NBA, and/or Arena.

(G) MEMBER EXPRESSLY ACKNOWLEDGES: (I) COVID-19 HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION; (II) CASES OF COVID-19 INFECTION HAVE BEEN CONFIRMED IN THE PHILADELPHIA, PENNSYLVANIA METROPOLITAN AREA, INCLUDING IN THE VICINITY OF THE WELLS FARGO CENTER; (III) COVID-19 IS EXTREMELY CONTAGIOUS AND THERE IS AN INHERENT DANGER AND RISK OF EXPOSURE TO COVID-19 IN ANY PLACE WHERE PEOPLE ARE PRESENT, INCLUDING AS A RESULT OF EXPOSURES INDIVIDUALS MAY HAVE HAD IN GEOGRAPHIC AREAS OTHER THAN PHILADELPHIA, PENNSYLVANIA; (IV) NO PRECAUTIONS, INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE OR THE PROTOCOLS AND REQUIREMENTS THE CDC AND/OR FEDERAL, STATE, AND LOCAL GOVERNMENT HAS PUT IN PLACE, CAN ELIMINATE THE RISK OF EXPOSURE TO OR CONTRACTION OR TRANSMISSION OF COVID-19 AND THAT SUCH RISK APPLIES TO EVERYONE; (V) WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, PUBLIC HEALTH AUTHORITIES ADVISE THAT PEOPLE 65 OR OLDER AND PEOPLE WITH CERTAIN UNDERLYING MEDICAL CONDITIONS MIGHT BE AT HIGHER RISK, INCLUDING (BUT NOT LIMITED TO) PEOPLE WITH CHRONIC LUNG DISEASE OR MODERATE TO SEVERE ASTHMA, SERIOUS HEART CONDITIONS, COMPROMISED IMMUNE SYSTEMS, SEVERE OBESITY, DIABETES, CHRONIC KIDNEY DISEASE UNDERGOING DIALYSIS, AND LIVER DISEASE; (VI) SCIENTIFIC KNOWLEDGE ABOUT COVID-19 IS EVOLVING AND MANY ASPECTS OF COVID-19 REMAIN SUBJECT TO SIGNIFICANT UNCERTAINTY; (VII) CONTRACTING COVID-19 CAN RESULT IN BEING SUBJECT TO QUARANTINE REQUIREMENTS, SERIOUS ILLNESS, TEMPORARY OR PERMANENT DISABILITY, OTHER SHORT-TERM AND LONG-TERM HEALTH EFFECTS, AND/OR DEATH, REGARDLESS OF AGE OR HEALTH CONDITION; (VIII) CONTRACTING COVID-19 CAN RESULT IN THE FURTHER TRANSMISSION OF COVID-19 TO MY FAMILY MEMBERS, FRIENDS, AND OTHER PERSONS; AND (IX) FEDERAL, STATE, AND LOCAL GOVERNMENTS AND FEDERAL AND STATE HEALTH AGENCIES HAVE, AMONG OTHER THINGS, RECOMMENDED SOCIAL DISTANCING WHERE POSSIBLE AND, IN MANY LOCATIONS, PROHIBITED THE CONGREGATION OF GROUPS OF PEOPLE. MEMBER VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19, OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), WHETHER OCCURRING PRIOR TO, DURING, OR AFTER ANY 76ERS HOME GAME, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.

(H) On behalf of Member and Member's Related Persons (as defined below), Member further hereby releases (and covenants not to sue) the 76ers and the other Releasees with respect to any and all claims that Member or any of Member's Related Persons may have (or hereafter accrue) against any of the 76ers and the other Releasees and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or any 76ers home game (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to any 76ers home game; or (iii) any interaction between Member and Member's Related Persons, on the one hand, and any personnel of any of the Released Parties present at any 76ers home game, on the other hand, in each case whether caused by any action, inaction, or negligence of the 76ers' and the other Releasees' or otherwise. "**Related Persons**" means Member's heirs, assigns, executors, administrators, next of kin, anyone attending any 76ers' home game with Member (which persons Member represents have authorized Member to act on their behalf for purposes of these terms), and other persons acting or purporting to act on Member's or their behalf.

SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 12.

13. Taxes. Member acknowledges that, in addition and incremental to the cost of Tickets and other Membership Privileges under this Membership License, Member shall be responsible for all applicable sales and use taxes in each case, as such rates may be increased from time to time and relating to or arising from the license and use of the Tickets or the provision or sales of Tickets and other Membership Privileges hereunder.

14. Severability. If any term or provision of this Membership License, or the application thereof to any person, entity, or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, then (a) as to such jurisdiction, the remainder of this Membership License, or the application of such term or provision to persons, entities, or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, (b) the tribunal making such determination shall have the power to (and the parties shall request that the tribunal) reduce the scope, duration, area, or applicability of such provision, to delete specific words or phrases, or to replace any invalid or unenforceable provision with a provision that is valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision, and (c) each remaining term and provision of this Membership License shall be valid and enforceable to the fullest extent permitted by applicable law. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each of 76ers and Member hereby waives any provision of law that would render any provision of this Membership License unenforceable in any respect. Notwithstanding anything to the contrary in this Membership License, to the extent any portion of Section 15(i) is held to be invalid or unenforceable as to a party, the entirety of Section 15(i) shall be null and void as to that party.

SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 14.

15. Miscellaneous.

a. 76ers' obligation to provide the Tickets and the other Membership Privileges shall be subject and subordinate to (i) all NBA rules and regulations, (ii) all applicable laws, rules, and regulations, and (iii) the terms of 76ers' right to use the Arena pursuant to any applicable lease or license.

b. 76ers and the NBA retain the right to reschedule the date or the start time of any game and shall not be liable to Member for any reason related to any such rescheduling.

c. The 76ers are not responsible for lost or stolen tickets, and any reissuance of tickets shall be at the discretion of the 76ers and may be subject to processing fees determined by the 76ers. Tickets not obtained from sources authorized by 76ers may not be honored.

d. No Tickets or other Membership Privileges issued hereunder may be used for advertising, promotion (including contests and sweepstakes), or other trade or commercial purposes without the 76ers' express written consent.

e. The use of any Ticket or other Membership Privilege hereunder in violation of this Membership License, with or without Member's knowledge, is Member's responsibility, and Member shall remain absolutely and unconditionally responsible for any such violations.

f. In the event any Ticket(s) is listed at an incorrect price or seat location within the Arena due to typographical or other error, 76ers shall have the right to refuse or cancel any orders placed for such Ticket(s), whether or not the order has been confirmed and Member's payment processed.

g. All requests and notices from a Member must be provided in writing to Philadelphia 76ers, L.P., 3 Banner Way, Camden, NJ 08103, Attn: Ticket Sales and Service Dept. or by email to Member's Account Manager. Such requests shall be submitted with Member's name, account number, daytime phone number, and accompanied by Member's signature. It is Member's responsibility to notify the 76ers in writing or by email of any changes to Member's address, email address, and/or phone number.

h. This Membership License shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely in Pennsylvania and without regard to the conflicts of laws principles thereof. SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 15(h).

i. This Membership License and the terms printed on each individual game Ticket (and any supplements thereto) constitute the entire agreement between the parties with respect to Member's Membership and supersedes all prior and contemporaneous negotiations, understandings, or agreements (whether in advertising or marketing materials or otherwise) with respect to the subject matter hereof.

j. None of the provisions of this Membership License benefiting 76ers can be waived except in a writing signed by the 76ers. No failure by the 76ers to exercise any right under this Membership License shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights. The waiver by the 76ers of any breach of this Membership License shall not be deemed a waiver of any prior or subsequent breach. All remedies of the 76ers shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

k. Time shall be of the essence with respect to Member's obligations under this Membership License.

l. Member represents and warrants that (i) it has full power and legal authority to enter into and perform this Membership License in accordance with its terms and (ii) this Membership License has been duly executed and delivered by Member and constitutes a legal, valid, and binding obligation of Member enforceable in accordance with its terms.

16. DISPUTE RESOLUTION; INFORMAL RESOLUTION AND FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER

Member and the 76ers agree that all disputes, controversies, or claims arising out of or related to this Membership License (referred to as a "**Claim**") will be resolved as follows:

(A) INFORMAL RESOLUTION: Member and the 76ers will first attempt to resolve any Claim informally after notice has been provided in accordance with Section 15(g) above.

(B) FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: **MEMBER SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS MEMBER'S RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.** Member and the 76ers agree that any dispute, controversy, or other Claim arising out of or relating to this Membership License, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If Member and the 76ers cannot resolve a Claim informally within 30 days of written notice by one party to the other of such Claim, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both Member and the 76ers understand and agree that all disputes shall be decided by an arbitrator and that each party is waiving its rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both Member and the 76ers each agree to settle disputes only by Arbitration. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief and must honor the same limitations stated in this Membership License as a court would. The 76ers and Member understand that, absent this mandatory arbitration provision, the 76ers and Member would have the right to sue in court and have a jury trial. The 76ers and Member further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The Arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Membership License, and administered by the AAA. If Member and 76ers cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Claim at issue. If there is a conflict between the AAA Rules and the rules set forth in this Membership License, the rules set forth in this Membership License will govern. The AAA Rules and fee information are available at www.adr.org, or by calling the AAA at 1-800-778-7879.

Each of Member and 76ers may, in Arbitration, seek any and all remedies otherwise available to such party pursuant to the law of the governing state. If Member decides to initiate Arbitration, the 76ers shall bear the cost of any Arbitration filing fees and Arbitration fees for claims seeking less than $10,000, unless the arbitrator finds the Arbitration Claim to be frivolous. Member is responsible for all other additional costs that Member may incur in connection with the Arbitration including, but not limited to attorneys' fees and expert witness costs unless the 76ers are otherwise specifically required to pay such fees under applicable law. For claims seeking more than $10,000, the AAA Rules will govern payment of filing fees and Arbitration fees. The decision of the arbitrator will be in writing. The 76ers and Member agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the Arbitration. The arbitrator must follow this Membership License and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, the 76ers and Member agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose.

If Member claim is solely for monetary relief of $10,000 or less and does not include a request for any type of equitable remedy, Member may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

The Arbitration will be held at a location in Camden County, New Jersey, unless Member and the 76ers both agree to another location or telephonic Arbitration. To initiate Arbitration, Member or the 76ers must do the following things:

(1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered and a copy of this agreement to arbitrate. A copy of a Demand for Arbitration can be found at www.adr.org.

(2) Submit a Demand for Arbitration, plus the appropriate filing fee to the AAA by mail, facsimile, email, or on-line:

To file by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. To file via fax, send the initial filing documents and a completed charge card authorization form for the filing fee to 877-304-8457. To file by email, send the filing documents and a check or a completed charge card authorization form for the filing fee to CaseFiling@adr.org. Charge card authorization forms are available at www.adr.org/Services/Forms. To file on-line via AAA WebFile, visit www.adr.org and click on File & Manage a Case and follow directions to register.

(3) Send one copy of the Demand for Arbitration to the other party.

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither Member nor the 76ers shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT MEMBER WAIVES MEMBER'S RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, Member and the 76ers agree that the AAA Rules for Class Arbitrations do not apply to any Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable.

Notwithstanding the obligation to arbitrate all Claims under this Membership License, Member may choose to pursue Member's

individual claim in small claims court where jurisdiction and venue over the 76ers and Member otherwise qualifies for such small claims court and where Member's claim does not include a request for any type of equitable relief.

17. CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

Without limiting Section 16, Member and 76ers agree that any Claims will be resolved on an individual basis, and that any Claim will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Member and the 76ers further agree that neither will participate as a plaintiff in any consolidated, class, or representative proceeding (existing or future) brought in connection with 2024-25 Season Ticket Memberships or 2024-25 Partial Plan Memberships (as applicable). If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable or that arbitration can proceed on a class basis, then the Claim will not be subject to arbitration and must be litigated in federal court in Philadelphia County, Pennsylvania. The terms of this section will also apply to any valid Claims asserted by Member against any parent, subsidiary, or other affiliate of the 76ers to the extent such Claims arise out of this Membership License and/or 2024-25 Season Ticket Memberships or 2024-25 Partial Plan Memberships (as applicable).

SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 17.

18. LIMITED TIME TO FILE CLAIMS**.** Member agrees that Member will assert any Claim arising out of this Membership License within one (1) year after the Claim arises or such Claim will be barred.

SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 18.

19. EXCLUSIONS AND LIMITATIONS; CONSUMER PROTECTION NOTICE. If Member is a consumer, the provisions in this Membership License are intended to be only as broad and inclusive as is permitted by the laws of Member's State of residence.

If Member is a New Jersey resident or otherwise has rights under New Jersey's consumer protection laws, the terms of Sections 12, 14, 15(h), 17 and 18 do not limit or waive Member's rights under New Jersey law and the provisions in this Membership License are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. In any event, the 76ers reserve all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of Member's State of residence.

Notwithstanding the foregoing, nothing in this Section shall modify Subsection 16(B).