TERMS AND CONDITIONS

The Group Leader identified above, on behalf of the organization/group identified above (together, the "Group"), acknowledges and agrees that the Group will receive certain priority in exchange for making an initial deposit (the "Deposit") towards a suite purchase ("Suite Purchase") for a Philadelphia 76ers (the "76ers") home game during the 2026-27 NBA season (a "Home Game").

The Group acknowledges and agrees that (i) the Deposit must be applied towards a Suite Purchase on or before December 1, 2026 (the "Conversion Date"), (ii) the Suite Purchase shall be subject to availability and to additional terms and conditions to be presented at the time or purchase of the Suite Purchase (including any terms and conditions provided by Spectrum Arena Limited Partnership as operator of the Xfinity Mobile Arena, certain health and safety requirements and policies put in place by Philadelphia 76ers, L.P. ("76ersLP"), the NBA, and Xfinity Mobile Arena related to COVID-19, an acknowledgement of risk associated with COVID-19, and a waiver of liability resulting from exposure to COVID-19), (iii) neither 76ersLP nor any of its affiliates has made any warranty, representation, covenant or guarantee that the Group will receive a specific Home Game or a specific suite location at a Home Game in connection with the Deposit or the Suite Purchase, (iv) the Deposit is non-refundable, such that if the Group does not (x) apply the Deposit towards a Suite Purchase on or before the Conversion Date (i.e., December 1, 2026), or (y) complete full payment for the Suite Purchase, 76ersLP shall have the right to retain the Deposit as liquidated damages to compensate 76ersLP for expenses and losses caused by such non-payment.

76ersLP retains the right at any time to revoke any Suite Purchase by refunding the actual amounts paid for such purchase. The rights and obligations of the Group hereunder are not assignable or transferable without the express written consent of 76ersLP. All holders of tickets shall also be subject to the terms printed on each individual game ticket purchased as part of the Suite Purchase as well as any terms provided by or made available by Spectrum Arena Limited Partnership. Tickets may not be used for advertising, promotion, contests, sweepstakes or other trade purposes without the express written consent of 76ersLP. The Group acknowledges and agrees that the 76ers 2026-27 Home Game schedule is subject to change.

Group Leader confirms that he/she is an authorized representative of the Group and has full power and authority to make the commitment on behalf of the Group, to make the payment as referenced above on behalf of the Group, and to bind the Group.

The provision of any complimentary tickets to the Group may be made at 76ersLP's sole discretion. Complimentary tickets shall not be entitled to any exchange or refund if a 76ers game is canceled for any reason.

76ersLP's obligation to provide ticket and other benefits herein shall be subject and subordinate to: (i) all NBA rules and regulations, (ii) applicable laws, rules and regulations, and (iii) 76ersLP's right to use the Xfinity Mobile Arena pursuant to any applicable lease or license.

The Deposit and any Suite Purchase 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. Group hereby consents to the exclusive jurisdiction of the state and federal court in Philadelphia County, Pennsylvania, and agrees that venue in Philadelphia County, Pennsylvania is proper for the resolution of any disputes arising hereunder.

The Group and 76ersLP agree that all disputes, controversies, or claims arising out of or related to this Deposit and/or these terms and conditions (referred to as a "Claim") will be resolved as follows:

A. INFORMAL RESOLUTION: The Group and 76ersLP will first attempt to resolve any Claim informally after notice has been provided to the other party in writing.

B. FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: **THE GROUP LEADER SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS THE GROUP'S RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. THE GROUP HAS THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS SECTION AS SET FORTH BELOW. THIS SECTION WILL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.** The Group and 76ersLP agree that any dispute, controversy, or other Claim arising out of or relating to this Deposit and/or these terms and conditions, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If the Group and 76ersLP 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 the Group and 76ersLP 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 the Group and 76ersLP 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 these terms and conditions as a court would. The Group and 76ersLP understand that, absent this mandatory arbitration provision, the Group and 76ersLP would have the right to sue in court and have a jury trial. The Group and 76ersLP 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 these terms and conditions, and administered by the AAA. If the Group Leader and 76ersLP 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 these terms and conditions, the rules set forth in these terms and conditions 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 the Group and 76ersLP may, in Arbitration, seek any and all remedies otherwise available to such party pursuant to the law of the governing state. If the Group Leader decides to initiate Arbitration, 76ersLP 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. The Group is responsible for all other additional costs that the Group may incur in connection with the Arbitration including, but not limited to attorneys' fees and expert witness costs unless 76ersLP is 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 Group and 76ersLP 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 these terms and conditions and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, the Group and 76ersLP 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 the Group's claim is solely for monetary relief of $10,000 or less and does not include a request for any type of equitable remedy, the Group 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 Philadelphia County, Pennsylvania, unless the Group and 76ersLP both agree to another location or telephonic Arbitration. To initiate Arbitration, the Group or 76ersLP 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 on-line via AAA WebFile, visit www.adr.org and click on File & Manage a Case and follow directions to register; and (3) Send one copy of the Demand for Arbitration to the other party. For information on how to file by mail, fax, or email, please visit www.adr.org.

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 the Group nor 76ersLP 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 THE GROUP WAIVES ITS RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, the Group and 76ersLP 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 these terms and conditions, the Group may choose to pursue its individual claim in small claims court where jurisdiction and venue over 76ersLP and the Group otherwise qualifies for such small claims court and where the Group's claim does not include a request for any type of equitable relief.

The Group Leader shall have the right to opt out of Arbitration by sending 76ersLP a personally signed, written notice of the Group's decision to opt out via email to legal@hbse.com within thirty (30) days of the Group Leader's signature to these terms and conditions (the "Effective Date"). Such an opt-out email must be sent by the Group Leader personally, and not by any agent, attorney, or anyone else purporting to act on the Group's or the Group Leader's behalf. It must include a statement that the Group wishes to opt out of Arbitration. As referenced above, this notice must be sent within thirty (30) days of the Effective Date, otherwise the Group shall be bound to arbitrate any disputes in accordance with the terms hereunder. If the Group opts out of Arbitration, 76ersLP also will not be bound to arbitrate. If the Group does not affirmatively elect to opt out as described above, the Group's acceptance of these terms will be deemed to be irrevocable. By opting out of Arbitration, the Group agrees to resolve any disputes consistent with these terms.

CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT THE GROUP'S LEGAL RIGHTS. Without limiting the above, the Group and 76ersLP 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. The Group and 76ersLP further agree that neither will participate as a plaintiff in any consolidated, class or representative proceeding (existing or future) brought in connection with this Deposit and/or these terms and conditions (if 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 the Group against any parent, subsidiary, or other affiliate of 76ersLP to the extent such Claims arise out of this Deposit and/or these terms and conditions (as applicable).

CONSUMER PROTECTION NOTICE: Limitations and exclusions included herein are intended to be only as broad and inclusive as is permitted by the laws of New Jersey.

If the Deposit is to be paid by credit card, the Group agrees to "Automatic Payment Authorization" (APA) thereby authorizing 76ersLP to charge the credit card listed to pay the amount listed above. Only one (1) credit card per APA permitted. The card must have a valid expiration date for the duration of the APA process. A service charge of $50.00 will be assessed on all declined transactions. If the credit card declines for any reason, Group Leader agrees that he/she will be responsible for paying any remaining balance as well as any declined transaction.

I have read and accepted the 2026-27 Philadelphia 76ers Suite Deposit Terms and Conditions.

Name: _____

Date: _____