TERMS AND CONDITIONS_____

The person or entity identified above (the "Undersigned") acknowledges and agrees that Undersigned is making the deposit set forth above (the "Deposit") in exchange for receiving certain priority status in respect of the potential opportunity to subscribe for a "Season Ticket Membership" (which term, as used herein, includes full-season ticket plans and half-season ticket plans) or "Partial Plan Membership" (which term, as used herein, includes any other season ticket plans for less than a full season or half season) license for Philadelphia 76ers home games during the 2026-2027 NBA season as applicable (a "Membership"), subject to availability and the terms below.

The Undersigned acknowledges and agrees that (i) the Deposit must be applied towards a Membership on or before November 1, 2026 (the "Conversion Date"), (ii) the Membership shall be subject to availability and to additional terms and conditions to be presented at the time of subscription for the Membership, (iii) neither the Philadelphia 76ers (the "76ers") nor any of its affiliates has made any warranty, representation, covenant or guarantee that the Undersigned will receive, or even receive the opportunity to subscribe for, any tickets at all in connection with the Deposit or the Membership, (iv) with the exception of if, and only if, the Undersigned, in the 76ers' sole and absolute discretion, is not offered the opportunity to purchase a Season Ticket Membership by November 1, 2026, the Deposit is non-refundable, such that if the Undersigned does not (x) apply the Deposit towards a Membership on or before the Conversion Date described above (i.e., November 1, 2026), or (y) complete full payment for the Membership as provided in the Membership terms and conditions, then the 76ers shall have the right to retain the Deposit as a credit (the "Credit") that the Undersigned may use towards the purchase of group tickets, a partial plan ticket membership (subject to availability), or a suite rental to 76ers home games during the 2026-2027 NBA season only and purchased through the Philadelphia 76ers; provided that if the Credit or any portion thereof remains unused at the conclusion of the 2026-27 NBA regular season, then the 76ers shall have the right to retain such unused amount as liquidated damages to compensate the 76ers for expenses and losses caused by such non-payment. The Membership shall be subject to the additional terms and conditions set forth below and/or otherwise referenced herein, or at https://www.nba.com/sixers/tickets/terms-and-conditions.

The Undersigned confirms that he/she has full power and authority to make the commitment and payment referenced above. The rights and obligations of the Undersigned hereunder are not assignable or transferable by Undersigned without the prior written consent of the 76ers. The 76ers' obligations hereunder are subject and subordinate to all NBA rules and regulations and all applicable laws, rules and regulations.

The terms of the Deposit 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. The Undersigned 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.

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

(A) INFORMAL RESOLUTION: Undersigned and the 76ers 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: UNDERSIGNED SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS THE UNDERSIGNED'S RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. UNDERSIGNED 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.

Undersigned and the 76ers agree that any dispute, controversy or other Claim arising out of or relating to this Deposit invoice, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If the Undersigned and the 76ers cannot resolve a Claim informally within thirty (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 Undersigned 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 the Undersigned 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 Deposit invoice as a court would. The 76ers and the Undersigned understand that, absent this mandatory arbitration provision, the 76ers and the Undersigned would have the right to sue in court and have a jury trial. The 76ers and the Undersigned 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 Undersigned 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 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.

The Undersigned may, in Arbitration, seek any and all remedies otherwise available to the Undersigned pursuant to the law of the governing state. If the Undersigned decides to initiate Arbitration, the 76ers shall bear the cost of any Arbitration filing fees and Arbitration fees for claims of up to $75,000, unless the arbitrator finds the Arbitration to be frivolous. The Undersigned is responsible for all other additional costs that the Undersigned may incur in connection with the Arbitration including, but not limited to attorney's fees and expert witness costs unless the 76ers are otherwise specifically required to pay such fees under applicable law. For claims that total more than $75,000, the AAA Rules will govern payment of filing fees and Arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on the 76ers and the Undersigned, and judgment to enforce the decision may be entered by any court of competent jurisdiction. The 76ers and the Undersigned 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 attorney's fees. Notwithstanding the foregoing, the 76ers and the Undersigned agree not to seek any attorney's fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose.

If the Undersigned'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 Undersigned 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 Undersigned and the 76ers both agree to another location or telephonic Arbitration. To initiate Arbitration, the Undersigned 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 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. 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 Undersigned 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 THE UNDERSIGNED WAIVES HIS OR HER RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER. Accordingly, the Undersigned 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 these terms and conditions, the Undersigned may choose to pursue his or her individual claim in small claims court where jurisdiction and venue over the 76ers and the Undersigned otherwise qualifies for such small claims court and where the Undersigned's claim does not include a request for any type of equitable relief.

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

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

Without limiting the above, the Undersigned 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. The Undersigned and the 76ers further agree that neither will participate in any consolidated, class or representative proceeding (existing or future) brought by any third party in connection with this deposit invoice and these terms and conditions (as applicable). If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason 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 Undersigned against any parent, subsidiary or other affiliate of the 76ers to the extent such Claims arise out of this deposit invoice and/or 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.

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

Name: _____

Date: _____