

PICKLEBALL SUPERSTORE INDEPENDENT CONTRACTOR SUPERAFFILIATE AGREEMENT

Updated: 08/01/2023

IMPORTANT: THIS INDEPENDENT CONTRACTOR SUPERAFFILIATE AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND WAIVER OF THE RIGHT TO JURY TRIALS AND CLASS ACTIONS.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.

BY ENROLLING TO BE A SUPERAFFILIATE, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU UNEQUIVOCALLY AGREE TO BE LEGALLY BOUND BY EACH AND EVERY TERM AND CONDITION.

This INDEPENDENT CONTRACTOR SUPERAFFILIATE AGREEMENT (the "Agreement") is a legally binding contract between you ("SuperAffiliate", "you", or similar terms) and Pickleball Superstore, Inc. ("Pickleball Superstore", "PBSS", "us", "we", or similar terms) and applies to your participation in the Pickleball Superstore SuperAffiliate Program (the "Program"). Any person or entity that participates or attempts to participate in the Program must accept this Agreement without change. By registering for the Program, you agree to this Agreement.

1. **Description of the Program:** The Program permits you to monetize your network of connections using a personalized SuperAffiliate coupon code and/or URL ("Your Code / URL"). When our customers purchase eligible goods from www.pickleballsuperstore.com (the "Pickleball Superstore Site") using Your Code / URL you will be eligible to receive a commission for "Qualifying Purchases", as further described (and subject to the limitations in) Section 3 below. We periodically modify the terms of this Agreement. We might also choose to replace these terms in their entirety if, for example, the Program changes, ends, or becomes part of an existing program, including our partner programs. If you don't agree to the modification or replacement, you can choose to terminate your participation in the Program. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING ANY CHANGES TO THIS AGREEMENT WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM.

You and we are Independent Contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations

on our or our affiliates' behalf.

You will ensure that the information in your Program application and information otherwise associated, including your email address, mailing address, and other contact information, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

You can update your information by logging into to your SuperAffiliate account and changing the pertinent information.

2. Eligibility To Participate: You must be at least 18 years of age to participate as a SuperAffiliate. If you are under the age of 18, you represent and warrant that your legal parent or guardian has read the terms of this Agreement and consents to the terms herein.

You must comply with this Agreement to participate in the Program and to receive Commissions.

You must promptly provide us with any information that we request to verify your compliance with this Agreement.

You must be kind and respectful to all other PBSS SuperAffiliates and Customers.

Your Code / URL is for you to share solely with people you know. You **MUST NOT** post Your Code / URL on any social media, website, blog, video or other digital platform other than by sharing to personal contacts via Text or Email. You **MUST NOT** comment with Your Code / URL on any social media posts or channels (i.e., Instagram, Twitter, Facebook, etc.), even if you see another SuperAffiliate doing it. You **MUST NOT** post Your Code / URL to coupon or discount sites. You **MUST NOT** create any digital ads which included Your Code / URL. You **MUST NOT** make any earnings guarantees or claims to anyone at any time.

You must clearly and prominently state the following, or any substantially similar statement when communicating about or promoting the Program: "As a Pickleball Superstore SuperAffiliate I earn commissions from qualifying purchases." Except for this disclosure, and other than as required by applicable law, you will not misrepresent or embellish our relationship with you (including by

expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

Remember that the purpose of the Program is to bring new clients to the PBSS brand and help spread the Pickleball Superstore mission – to be the #1 pickleball store in the world.

Your breach of any of the terms of this Agreement, or any other agreement between you and us, or in connection with the Program (e.g., the Payout Processor Agreement, Google Terms of Use and Privacy Policy) then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) withhold (and you agree you will not be eligible to receive) any and all Commissions otherwise payable to you under this Agreement, whether or not directly related to such violation without notice and without prejudice to any right of Pickleball Superstore to recover damages in excess of this amount.

3. Commissions on Qualifying Purchases: We will pay you a commission with a base amount of 10% of the price paid by the customer and actually received by PBSS, before taxes and shipping, on all Qualifying Purchases (your “Commission”). A “Qualifying Purchase” occurs when (i) a customer uses Your Code / URL to purchase eligible goods from the Pickleball Superstore Site; (ii) the customer’s payment is successfully processed. For example, if a customer uses Your Code / URL to purchase a single paddle priced at USD \$100.00 and Your Code / URL provides the customer with a \$10 savings, then once PBSS receives that customer’s payment of USD \$90 (\$100.00 less the \$10 coupon code savings), you will be eligible to receive a 10% commission in the amount of USD \$90, or \$9 in commissions for that purchase.

Additional commissions may apply depending on the official PBSS Compensation Plan. The PBSS Compensation Plan may change from time to time, with or without notice. NOTE: per the elements of the PBSS Compensation Plan, SuperAffiliates who refer other SuperAffiliates may earn commissions based on those referred SuperAffiliate’s sales.

PICKLEBALL SUPERSTORE INDEPENDENT CONTRACTOR SUPERAFFILIATE COMPENSATION PLAN

Personal Sales Commissions

- SuperAffiliates will earn 10% on all referred customers sales which use the SuperAffiliate’s unique Code / URL. Customer purchases will show in the Back Office as “Customer Volume” or “CV”. A subset of CV will show as “New Volume” or “NV” in the Back Office. NV is a metric related to new customers which are placing their first order connected to the SuperAffiliate’s account in that calendar month.

- SuperAffiliates will not earn 10% on their own personal orders. Personal purchases will show in the Back Office as “Personal Volume” or “PV”.

Level 1 Commissions or Referred SuperAffiliate Commissions

- SuperAffiliates may earn Level 1 Commissions on all sales generated by SuperAffiliates which they refer to the Program. Level 1 Volume consists of all Personal Volume referred SuperAffiliate’s generate along with all the Customer Volume those same referred SuperAffiliate’s generate. This is called Total Level 1 Volume.
- There is one **requirement** for SuperAffiliates to earn Level 1 Commissions; SuperAffiliates must generate a minimum of \$100 in PV and/or CV (combined) in the calendar month.
- Level 1 Commission Payout Percentages:
 - o Total Level 1 Volume is between \$1 to \$999 in the calendar month, referring SuperAffiliates will earn 4% of the Total Level 1 Volume amount
 - o Total Level 1 Volume is between \$1,000 to \$2,499 in the calendar month, referring SuperAffiliates will earn 6% of the Total Level 1 Volume amount
 - o Total Level 1 Volume is between \$2,500 to \$4,999 in the calendar month, referring SuperAffiliates will earn 8% of the Total Level 1 Volume amount
 - o Total Level 1 Volume greater than \$5,000 in the calendar month, referring SuperAffiliates will earn 10% of the Total Level 1 Volume amount

Bonus Pool

- Pickleball Superstore will set aside 2% of all SuperAffiliate generated sales in each calendar month. The 2% will be paid out as bonuses to qualifying SuperAffiliates.
- Bonus Pool commissions are based on a calculated “share price”, which will vary by calendar month. The “share price” is a factor of how many “shares” are issued / earned by qualifying SuperAffiliates.
- Bonus Pool Share Earning Criteria:
 - o Earn Shares Based on Total Customer Sales
 - 1 Share for \$1,000 to \$2,499 in Customer Sales
 - 3 Shares for \$2,500 to \$4,999 in Customer Sales
 - 7 Shares for \$5,000 to \$9,999 in Customer Sales
 - 12 Shares for \$10,000 or more in Customer Sales
 - o Earn Shares Based on Total Level 1 Volume
 - Reminder, Total Level 1 Volume includes all of the personal and customer sales generated by all of the SuperAffiliate’s referred SuperAffiliates
 - 1 Share for \$2,500 to \$4,999 in Total Level 1 Volume
 - 3 Shares for \$5,000 to \$9,999 in Total Level 1 Volume
 - 7 Shares for \$10,000 to \$14,999 in Total Level 1 Volume
 - 12 Shares for \$15,000 or more in Total Level 1 Volume
 - o Example:
 - 2% Bonus Pool amount equals \$10,000
 - 100 total shares issued to qualifying SuperAffiliates
 - Each share is worth \$100
 - SuperAffiliate A earns 7 shares; therefore, SuperAffiliate A would earn \$700 that calendar month
 - SuperAffiliate B earn 12 shares; therefore, SuperAffiliate B would earn \$1,200 that calendar month

Notwithstanding the foregoing, Qualifying Purchases are disqualified and no Commission shall be due whenever (a) they occur in connection with a violation of this Agreement, or any other terms, conditions, specifications, statements, and policies that we may issue from time to time that apply to the Program; (b) any purchases that occur after termination of your Agreement; (c) any order where a cancellation, return, or refund has been initiated; (d) any purchase by a customer who is referred to the PBSS Site through any advertisement that you purchased through participation in bidding or auctions on keywords, search terms, or other identifiers that include the word "Pickleball Superstore" or any other PBSS trademark (or variations or misspellings of any of those words, (e) any purchase by a customer who is referred to the PBSS Site by a link that is generated or displayed on a search engine (including Google, Yahoo, Bing, or any other search portal, sponsored advertising service, or other search or referral service, or any site that participates in such search engine's network); (f) any purchase by a customer who is referred to the PBSS Site by a link that sends users indirectly to the PBSS Site via an intermediate site, without requiring the customer to click on a link or take some other affirmative action on that intermediate site; (f) any purchase by a customer, where such customer does not comply with the terms and conditions applicable to the PBSS Site; or (g) any purchase that is not correctly tracked or reported because the Your Code / URL is not properly formatted or inserted in the PBSS Site's checkout process.

We will use commercially reasonable efforts to accurately and comprehensively track Qualifying Purchases for the purpose of our internal tracking, and creating and distributing your Commissions. We may hold accrued Commissions for a reasonable period of time following any termination of this Agreement to ensure that the correct amount is paid and to ensure no order returns are processed.

We will pay Commissions in United States Dollars ("USD") up to 30 days following the end of each calendar month in which they were earned. Commissions payments will be made by a third-party processing platform ("Commissions Processor"). Commissions payments may be made in currencies other than USD, but not guaranteed. Per this Agreement, you agree that the conversion rate will be determined in accordance with Commissions Processor's operating standards. You are solely responsible for any Commissions Processor fees, and any and all taxes. We are not responsible for any Commissions that are not received by you due to any suspension or termination of your Commissions Processor account.

Payments made to you, as reduced by all deductions or withholdings described in the Agreement, will constitute full payment and settlement to you of amounts payable under the Agreement.

If any excess payment has been made to you for any reason whatsoever, we reserve the right to

adjust or offset the same against any subsequent fees payable to you under the Agreement or any other agreement between you and us.

4. **Taxes:** We may deduct or withhold any taxes that we may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement. From time to time, we may request tax information from you. If we request tax information from you and you do not provide it to us, we reserve the right (in addition to any other rights or remedies available to us) to hold any amounts otherwise payable to you in connection with the Program until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

5. **Pickleball Superstore Customers:** You acknowledge and agree that Pickleball Superstore's customers do not become your customers by virtue of your participation in the Program. You agree to not handle or address any contact with any of our customers, and, if contacted by any of our customers for a matter relating to interaction with PBSS, you will state that those customers must follow contact directions on the PBSS Site to address customer care issues.

6. **Warranties:** You represent, warrant, and covenant that (a) you will participate in the Program in accordance with this Agreement, (b) your participation in the Program, including without limitation, your creation, maintenance, or operation of connecting with potential customers will not violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any governmental authority that has jurisdiction over you (including all such rules governing communications, data protection, advertising, and marketing), (c) you are lawfully able to enter into contracts, (d) you have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement, (e) you will not participate in the Program if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the PBSS Site; (f) you will comply with all U.S. export and re-export restrictions, and applicable non-US export and re-export restrictions consistent with U.S. law, that may apply to goods, software, technology and services, and (g) the information you provide in connection with the Program is accurate and complete at all times.

We do not make any representation, warranty, or covenant regarding the amount of traffic or Commissions you can expect at any time in connection with the Program, and we will not be liable for any actions you undertake based on your expectations.

7. Identifying Yourself: As a Pickleball Superstore SuperAffiliate except for the disclosure, you will not make any public communication with respect to this Agreement or your participation in the Program without PBSS' express prior written consent. You will not misrepresent or embellish your relationship with us (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

8. Term and Termination: The term of this Agreement will begin upon your submission of the application to join the Program. Either you or we may terminate this Agreement at any time, with or without cause (automatically and without recourse to the courts, if permitted under applicable law), by giving the other party written notice of termination.

You can provide termination notice by emailing us at: info@pickleballsuperstore.com

In addition, we may terminate this Agreement or suspend your account immediately upon written notice to you for any of the following: (a) you have breached or threaten to breach any part of this Agreement; (b) we believe that we may face potential claims or liability in connection with your participation in the Program; (c) we believe that our brand or reputation may be tarnished by you or in connection with your participation in the Program; (d) your participation in the Program has been used for deceptive, fraudulent or illegal activity; (e) we believe that we are or may become subject to tax collection requirements in connection with this Agreement or the activities performed by either party under this Agreement; (f) we have previously terminated this Agreement with respect to you or other persons that we determine are affiliated with you or acting in concert with you for any reason, or (g) we have terminated the Program as we generally make it available to participants.

Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, including any and all licenses granted in connection with this Agreement, except that the rights and obligations of the parties under Sections 2, 4, 5, 6, 7, 8, 9, 10 and 11 of this Agreement will survive the termination of this Agreement. No termination of this Agreement will absolve you of any liability for any breach of, or liability accruing under, this Agreement prior to termination.

9. Disclaimers: THE PROGRAM, THE PBSS SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE PBSS SITE, ANY COUPON CODES / URLS, LINK FORMATS, CONTENT, OUR AND OUR AFFILIATES' DOMAIN NAMES, TRADEMARKS AND LOGOS, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INTELLECTUAL PROPERTY RIGHTS, INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR

AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE “SERVICE OFFERINGS”) ARE PROVIDED “AS IS” AND “AS AVAILABLE.” NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE OFFERINGS. WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, VIRUSES, MALICIOUS SOFTWARE, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR PROFILES OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE SERVICE OFFERINGS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE PROGRAM. NOTHING IN THIS SECTION WILL OPERATE TO EXCLUDE OR LIMIT WARRANTIES, LIABILITIES, OR REPRESENTATIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limitations on Liability: Pickleball Superstore’s liability arising out of or related to this agreement shall not exceed the amount of Commissions actually earned by you in the period of three (3) months immediately preceding the date on which you present us with a claim arising out of or related to this agreement. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA ARISING IN CONNECTION WITH THE SERVICE

OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

11. Indemnification: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF YOUR PROFILES (INCLUDING YOUR USE OF ANY SERVICE OFFERING) OR YOUR VIOLATION OF THIS AGREEMENT, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO (A) YOUR PROFILES OR ANY MATERIALS THAT APPEAR ON YOUR PROFILES, INCLUDING THE COMBINATION OF YOUR PROFILES OR THOSE MATERIALS WITH OTHER APPLICATIONS, CONTENT, OR PROCESSES, (B) THE USE, DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, ADVERTISING, PROMOTION, OR MARKETING OF YOUR PROFILES OR ANY MATERIALS THAT APPEAR ON OR WITHIN YOUR PROFILES, (C) YOUR USE OF ANY SERVICE OFFERING, WHETHER OR NOT SUCH USE IS AUTHORIZED BY OR VIOLATES THIS AGREEMENT OR APPLICABLE LAW, (D) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, OR (E) YOUR OR YOUR EMPLOYEES' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT.

12. AGREEMENT TO ARBITRATE / DISPUTE RESOLUTION: PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. YOU AND WE AGREE TO ATTEMPT TO INFORMALLY RESOLVE DISPUTES. In the event that there is any dispute relating to this Agreement and the Program, you and we both agree that the party alleging the dispute shall send to the other party a written notice describing the dispute (“Notice of Dispute”). You and we both agree that prior to initiating any claim for arbitration or other legal proceeding, that you and we shall attempt to informally resolve such dispute for a period of thirty (30) days following the

receipt by the non-claiming party of the Notice of Dispute. All Notices of Dispute to PBSS shall be in writing and sent by personal delivery registered or certified mail (return receipt requested) or overnight air express (or courier shipment outside of the U.S.) if such services actually provide proof of mailing, to:

Pickleball Superstore
Attn: Legal Department
14662 Franklin Ave., Suite F
Tustin, CA 92780

YOU AND WE BOTH AGREE TO ARBITRATE: In the event that a dispute is not resolved within the foregoing thirty (30) day period, then you and PBSS agree to resolve any claims relating to this Agreement through final and binding arbitration.

WHAT IS ARBITRATION? Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this Section 12 is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

ARBITRATION PROCEDURES: The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern.

The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Pickleball Superstore must do the following:

1. Write a demand for Arbitration. The demand must include a description of the claim and the amount of damages sought to be recovered. You can find a copy of a "Demand for Arbitration" at www.jamsadr.com;
2. Send three copies of the "Demand for Arbitration", plus the appropriate filing fee to your local

JAMS office; and

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

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and, in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration shall be held in the United States in Orange County, California under California law without regard to its conflict of laws provisions. If traveling to Orange County, California is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

AUTHORITY OF ARBITRATOR: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding.

NO CLASS ACTIONS: You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

WAIVER OF JURY TRIAL: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited

review by a court. In the event any litigation should arise between you and PBSS in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

SMALL CLAIMS OPTION: You and PBSS agree that if a claim is within the jurisdiction of a small claims court, either party may choose to take the claim to that court instead of arbitration as follows: (a) The parties may take their claims to small claims court without first filing with the JAMS. (b) After a case is filed with JAMS, but before the arbitrator is formally appointed to the case by the JAMS, a party can send a written notice to the opposing party and the JAMS that it wants the case decided by a small claims court. After receiving this notice, the JAMS will administratively close the case. (c) After the arbitrator is appointed, if a party wants to take the case to small claims court and notifies the opposing party and the JAMS, it is up to the arbitrator to determine if the case should be decided in arbitration or if the arbitration case should be closed and the dispute decided in small claims court.

CHOICE OF LAW/FORUM SELECTION: In any circumstances where this Section 12 (Agreement to Arbitrate Disputes and Choice of Law) permits the parties to litigate in court, this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in the Southern District of California.

STATUTE OF LIMITATIONS: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Use, including without limitation, access and/or use of the Site and/or Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. Miscellaneous

You acknowledge and agree that (a) we and our affiliates may at any time (directly or indirectly) solicit traffic on terms that may differ from those contained in this Agreement, (b) we and our affiliates may at any time (directly or indirectly) operate sites or applications that are similar to or compete with Your Profiles, (c) our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement, and (d) any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement can be made, taken, or given in our sole discretion and are only effective if provided in writing by our authorized

representative. You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

Any information relating to us or any of our affiliates that we provide or make accessible to you in connection with the Program that is not known to the general public or that reasonably should be considered to be confidential is our “Confidential Information” and will remain our exclusive property. You will use Confidential Information only to the extent reasonably necessary for your performance under this Agreement and ensure that all persons or entities who have access to Confidential Information in connection with your participation will be made aware of and will comply with the obligations in this provision. You will not disclose Confidential Information to any third party (other than your affiliates bound by confidentiality obligations) and you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. This restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties.

Nothing contained in this Agreement should be understood as granting you any rights in and to any of our trademarks, service marks, logos, or other intellectual property owned by us or by any third party.

No delay, failure, or default by us with constitute a breach of this Agreement to the extent caused by acts of war, terrorism, pandemics, hurricanes, earthquakes, other acts of God or of nature, strikes other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond our reasonable control, including, without limitation, the interruption or discontinuance of services provided by third parties (e.g. Commissions Processor, etc.) in connection with the Program.

This Agreement incorporates all of the terms and conditions of the PBSS Site’s Terms of Use including the Privacy Policy. To the extent there is a conflict between the PBSS Site’s Terms of Use and this Agreement, the terms of this Agreement shall control. If any portion of this Agreement is found invalid or unenforceable, that portion may be severed from the Agreement and shall not affect the validity of the remainder of the Agreement. This Agreement constitutes the entire agreement and understanding between you and us in connection with the Program, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of this Agreement).

If you have any questions, please email info@pickleballsuperstore.com.