

NEXT ACT - Membership Terms and Conditions

By checking the box to accept the terms, I hereby confirm my agreement to the requirements, terms and conditions set forth in the Terms, and I hereby further **authorize Team to initiate Automatic Payments, on the Debit Card or Credit Card designated above, for payment of the annual Membership Fee** and to conduct related activities according to the Terms and this Preauthorization.

I AGREE (AND, BY ITS APPROVAL OF THIS PREAUTHORIZATION ACCORDING TO THE TERMS, TEAM AGREES) THAT THIS TRANSACTION MAY BE CONDUCTED BY ELECTRONIC MEANS AND THAT MY ELECTRONIC SIGNATURE INCLUDED IN THIS PREAUTHORIZATION IS INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS A MANUAL SIGNATURE. "ELECTRONIC SIGNATURE" MEANS ANY ELECTRONIC SOUND, SYMBOL OR PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH A RECORD AND EXECUTED OR ADOPTED BY A PARTY WITH THE INTENT TO SIGN SUCH RECORD, INCLUDING, WITHOUT LIMITATION, CLICKWRAP, DIGITAL, FACSIMILE OR E-MAIL ELECTRONIC SIGNATURES.

I preauthorize WALSH MANAGEMENT LLC, a TENNESSEE limited liability company (d/b/a Nashville SC) ("Team"), to automatically initiate payment of the annual Membership Fee (as defined hereafter) from me on a designated debit card ("Automatic Debit Payment") or credit card ("Automatic Credit Payment") (an Automatic Debit Payment and an Automatic Credit Payment are each referred to herein as an "Automatic Payment") of mine on a recurring annual basis.

By clicking "I accept" in the Preauthorization for Recurring Payment by Credit Card or Debit Card (the "Preauthorization"), I am (1) agreeing to the terms herein and (2) electronically signing and sending the below Preauthorization to Team, which shall designate a specified debit card (the "Debit Card") or credit card (the "Credit Card") (a Debit Card and a Credit Card are each referred to herein as a "Card") of mine on which I desire for Team to initiate Automatic Payments. I further understand and acknowledge that upon receipt of my completed and electronically signed Preauthorization, Team may accept the terms herein and approve my Preauthorization by providing written or verbal notice to me or by providing to me any benefit that is afforded to members of the Club.

By providing my Card information in a Preauthorization, I hereby represent and warrant to Team that I am the account holder or an authorized user of the Card specified in such Preauthorization and have the right, power and authority without any further authorization or consent from any other person to authorize Team to make Automatic Payments on such Card under these terms and such Preauthorization. In such capacity, **I hereby authorize Team to initiate Automatic Payments on the Card for payment of the annual Membership Fee** and conduct related activities according to the terms and conditions set forth herein and in such Preauthorization, and I further authorize the issuer and payment network of the Card to process such Automatic Payments.

Only one (1) Debit Card or Credit Card can be designated at a time for recurring payments of the annual Membership Fee, and I must be the account holder or authorized user of the designated Debit Card or Credit Card.

Team shall initiate payment on the designated Debit Card or Credit Card on or about the 1st of February, starting in 2025, each year ("Fee Payment Date") in the amount

of \$50, which is the fee amount that I am required to pay to Team on an annual basis in order to be a member of the Club (the "Membership Fee"). If the Fee Payment Date falls on a federal holiday or weekend, Team shall initiate the Automatic Payment on the next business day.

The authorization for Automatic Payment provided herein and in the Preauthorization may be terminated upon mutual written or verbal agreement by me and Team. I or Team may also terminate the authorization for Automatic Payment provided herein and in the Preauthorization, unilaterally, at any time, with or without cause, by giving ten (10) business days advance written notice to the non-terminating party. I may also stop payment of an Automatic Debit Payment by notifying the bank or other financial institution which holds my account that is associated with the Debit Card or that issued the Debit Card and provides electronic fund transfer services for the Debit Card ("My Bank") orally or in writing at any time up to three (3) business days preceding the scheduled date of such Automatic Debit Payment. If Automatic Payment is terminated, I shall remain responsible to pay the annual Membership Fee in order to be a member of the Club, and I shall select another payment option made available by Team in place of the terminated Automatic Payment.

I agree to notify Team in writing of any changes to my Card information at least three (3) business days prior to the next Fee Payment Date. I shall provide any changes to my Card information by electronically signing and sending to Team an updated Preauthorization that includes such new Card information.

I understand and agree that as this is an Automatic Payment, adequate funds must be available in the applicable bank account or credit limit associated with the Card for payment of the annual Membership Fee on the Fee Payment Date. Team shall notify me of the amount and date of an Automatic Payment at least ten (10) days before the scheduled date of payment if any Automatic Payment amount will vary from (i) the previous Automatic Payment amount or (ii) a preauthorized amount for the annual Membership Fee. I have been provided a copy of these terms, the Preauthorization, and the authorizations provided herein, which I should keep for my records.

I understand that I have certain rights under the Electronic Fund Transfer Act and its implementing regulation ("Regulation E") with respect to unauthorized Automatic Debit Payments and the resolution of errors related to Automatic Debit Payments. If I suspect an error in any Automatic Debit Payment transaction, I may contact My Bank to preserve those rights; there may be a specified timeframe in which I am required to assert an error. This will not negate my responsibility to pay the annual Membership Fee, in order to be a member of the Club, during the investigation by My Bank.

I authorize Team to retain and disclose information to third parties regarding my Card and/or Automatic Payments in accordance with applicable laws, including but not limited to, the following circumstances: (1) when necessary to complete an Automatic Payment; (2) in order to comply with government agency requests, subpoenas, or orders, lawful discovery under federal or state rules of civil and criminal procedure, court orders, or as otherwise required by applicable law; or (3) if I give Team written permission to do so; provided that, Team is also expressly permitted to disclose any such information to its officers, employees, directors, agents and affiliates.

I consent to conducting the transactions related to these terms and the Preauthorization and to providing and receiving any disclosures, notices, records, tax documents, information or other forms of correspondence related to these terms and the Preauthorization ("Communication") by electronic means, such as via email or the Internet, and such consent applies until withdrawn by me as further described below in these terms. To the extent permitted by applicable law, and without limiting any other rights Team may have, I consent to Team communicating with me, in connection with these terms and the Preauthorization, using any telephone number or email address that I have provided to Team, or using any telephone number or email address that I provide to Team in the future. Team may communicate with me using any current or future means of communication, including, but not limited to, automated telephone dialing equipment, artificial or pre-recorded voice messages, SMS text messages, email directed to me at a mobile telephone service, or email otherwise directed to me. Team MAY USE SUCH MEANS OF COMMUNICATION EVEN IF I WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, OR EMAILS. Any Communication required to be given to me will be effective if sent by first class mail to the latest address Team has for me or, except as otherwise required by law, by electronic means to an address that I have provided to Team. I acknowledge that I have the right to receive Communication on paper or in other nonelectronic form, and that I may withdraw my consent to receive Communication via electronic means at any time, at no fee or cost to me; provided that a request for specific Communication on paper or in other non-electronic form will not be treated as a withdrawal of consent to receive Communication via electronic means unless I also provide express notice of such withdrawal of consent in the manner set forth in this paragraph. If I wish to receive specific Communication in paper form at any time, wish to withdraw my consent to send and receive electronic Communication, or need to update my electronic contact information (e.g., my email account address), I must provide notice to Team at 500 Interstate Blvd. S, Fourth Floor, Nashville, TN 37210. Team will confirm in writing the withdrawal of my consent to receive Communication via electronic means and the effective date of such withdrawal of consent, upon which date Team will cease to provide Communication via electronic means. If I withdraw my consent, all further Communication will be provided to me in non-electronic form via U.S. mail, at no additional cost to me. I acknowledge that to access, view and retain Communications provided to me electronically, I must have: (1) access to the Internet through means of a computer, tablet, mobile telephone, or other electronic device capable of receiving, accessing, displaying, printing and storing Communication received in electronic form using an Internet browser or other electronic communication application, (2) sufficient electronic storage capacity on my computer hard drive or other data storage unit, and (3) a PDF reader (or equivalent software) to download and print certain Communications. I acknowledge that Team reserves the right to revise the hardware and software requirements set forth in this paragraph in a manner consistent with the E-Sign Act (15 U.S.C. § 7001 et seq.) and other relevant federal laws.

I understand that Team may provide an email address to which I can transmit certain questions or comments for Team about these terms and the Preauthorization; however, because such email transmissions may not be secure or confidential, I will not transmit any confidential information to such email address, including, for example, any personal information about me. For transmission of any such confidential information, I will use

only secure methods, such as U.S. mail, hand delivery by me or electronic communication methods offered by Team that are expressly represented to be used for confidential communication transmissions.

THESE TERMS AND THE PREAUTHORIZATION BELOW WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS, AND ALL OBLIGATIONS OF ANY PARTY HEREUNDER WILL BE PAYABLE AND PERFORMABLE IN THE STATE OF TENNESSEE.