

## Flagstar Pistons Initial Pistons Offering Program

### Member Terms

By agreeing to purchase a Pistons (as defined below) season subscription (the “Membership”) through the Flagstar Pistons Initial Pistons Offering Program (the “Program”), Member (as defined below) agrees to the following terms and conditions and represents and warrants that Member is authorized to agree to these terms and conditions (together with the accompanying invoice, if any, the “Agreement”):

1. **Member:** The “Member” shall be the individual that is on record in the Detroit Pistons Basketball Company (“Pistons”) and/or Palace Sports & Entertainment, LLC (“PSE”) database as the registered holder of the Membership.
2. **Eligibility:** A Member must be an individual and a legal resident of the United States over the age of 18. No business entity may participate in the Program. Member must open (1) a certificate of deposit account (“CD Account”) and (2) a checking account with Flagstar Bank. All decisions and determinations relating to eligibility for this program shall be made by Pistons in its sole discretion.
3. **Tickets:** Each ticket covered by or otherwise licensed pursuant to these Member Terms shall be referred to herein as a “Ticket.” Tickets and any and all other benefits or privileges of Membership including but not limited to invitations to Member events shall be referred to herein as “Membership Privileges.” The Tickets, which Member or individual ticketholder shall receive, are owned by the Pistons. Each Ticket represents a separate, limited and revocable license that only permits the bearer the right to attend the Pistons home game at Little Caesars Arena (“LCA”) identified on such Ticket and sit in the seat location identified on such Ticket. The Tickets and all Membership Privileges are licensed solely to the Member. Member shall receive Tickets for designated preseason and regular season Pistons home games at LCA during the Term. Any change in contact name or address regarding a Membership must be made in writing and be signed by the Member on company and/or personal letterhead.
4. **Membership Term:** The “Term” of this Membership shall commence on the date Member makes full payment for the Membership (the “Membership Start Date”) and shall continue until the later of (a) June 30, 2021, or (b) the final regular season Pistons home game at LCA for the 2020-21 season, unless Membership is earlier terminated. The period beginning on the Membership Start Date and ending at the conclusion of the term of this Membership is a “Membership Year” (even if more or less than twelve (12) months).
5. **Program Payment Authorization:** Member authorizes Pistons and/or PSE to receive and access any and all information relating to the CD Account and to charge full payment for Tickets for the Membership Year as set forth on the invoice accompanying this Agreement (“Membership Fee”). Member further authorizes Pistons and/or PSE to transfer Membership Fee to Flagstar Bank to be held in Member’s CD Account until December 31, 2020, at which point Pistons shall determine whether to transfer such Membership Fee to Pistons for Tickets, or into Member’s Flagstar checking account.
6. **CD Account:** Membership Fee will be held in Member’s Flagstar CD Account and will earn interest, as determined by Flagstar Bank, until December 31, 2020, at which point Pistons shall determine whether to withdraw such Membership Fee for Tickets, or if they shall be transferred into Member’s Flagstar checking account. Pistons and PSE will not owe Member any fiduciary duty related to Member’s CD Account, checking account or any other Flagstar account. Member authorizes PSE and/or Pistons to withdraw Membership Fee from Member’s CD Account on or after December 31, 2020. In the event that, prior to December 31, 2020, Pistons notify Member that Tickets will not be available for the 2020-21 Pistons basketball season, Flagstar shall transfer Member’s CD Account funds into Member’s Flagstar checking account after December 31, 2020.
7. **Membership Fee and Default:** All Membership Fees must be received in full to participate in the Program. All Membership Privileges are revocable by the Pistons and/or PSE for failure to comply

with any of the terms relating thereto, including without limitation, failure to make payment. If Member defaults or breaches this agreement, Pistons, at its option, may do any, some or all of the following: (i) suspend the Membership license and the other rights granted to Member hereunder without reducing or suspending the license fees, (ii) accelerate all Membership fees due hereunder so that they are immediately due and payable, (iii) terminate Member's right to use the Tickets and any other Membership Privileges provided under this Agreement, or (iv) pursue any other right or remedy available to Pistons at law or in equity. Whether or not Member's right to use the Membership is terminated by Pistons, Pistons may recover damages from Member's breach or default. If Member's right to use the Tickets is terminated, Member will still be liable to Pistons for damages and Pistons may take exclusive possession of the Tickets without liability to Member for damages of any kind.

8. **Fan Violation Policy:** 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 Pistons, PSE, LCA and/or the NBA, including, without limitation, (A) all policies with respect to the cancellation, postponement or rescheduling of a Pistons home game, (B) all announcements issued over LCA's public address system, and (C) the NBA Fan Code of Conduct, and (D) all applicable federal, state and local laws, rules, regulations and orders of government authorities. The Pistons and PSE reserve the right to revoke Member's Membership license, and/or refuse admission to or eject from LCA any person whose conduct it deems disorderly or otherwise in violation of any rules, regulations, policies or laws referenced above. If Member or any guest thereof is refused entry to or ejected from LCA for such reason, Member shall forfeit any claim for a refund or credit. The Pistons and PSE reserve the right to take appropriate action against individuals who fraudulently obtain wheelchair and companion seats including, without limitation, ejection and legal action. If, while attending a game at LCA, Member or anyone using the Tickets or any other Membership Privileges violates local or state law or policies set by the Pistons, PSE, the NBA or LCA, such violation may result in the seizure and/or termination of the Membership without refund or other compensation and Member shall be liable for breach hereof. The offending party may also be banned from LCA. By way of example, LCA will not tolerate abusive or obnoxious behavior, or behavior which violates or endangers other patrons or PSE and/or LCA employees. The NBA does not permit spectators to throw objects of any kind or to walk on the court. If, in the opinion of the game officials, a spectator verbally abuses players and/or coaches in a manner which interferes with the ability of the coach to communicate with the players during game play or huddles, such spectator shall be issued a warning by building security. If such a spectator continues to behave in such an abusive manner, the spectator shall be ejected from LCA. If a Member or someone using tickets that are part of the Membership is ejected for a second time during the same season, the Pistons shall revoke the Membership and all rights attendant thereto without refund or compensation and Member shall be liable for breach hereof.
9. **Resale of Tickets and Assignment:** It is against Pistons and PSE policy and state law to sell Tickets for more than the face ticket price. Any violation of this policy is grounds for immediate seizure and termination of all Tickets and Membership Privileges without refund or other compensation; constitutes a breach of this Agreement and may subject Member to criminal prosecution. Member may not assign this Membership license without the prior written consent of the Pistons or PSE. Resale is not permitted in or around LCA and may result in fine and/or arrest.
10. **Revocable License:** No property rights, and no renewal or expectancy rights, are conveyed under this Agreement, except those that are granted by Pistons annually for the purpose of automatic renewal. This Agreement and any or all of the Tickets and other Membership Privileges are revocable at any time by the Pistons and/or PSE, in their sole and absolute discretion, with cause (including a breach of this Agreement) or without cause. Upon any revocation of the Membership, the Pistons and/or PSE may, in their sole and absolute discretion, (i) cancel, deactivate and revoke any or all Tickets for the remaining games of the Membership Year (and deny the holder of such revoked Tickets admission to LCA for the games to which such revoked Tickets apply) and (ii)

revoke any or all other Membership Privileges, including any right Member may have under this Agreement to purchase tickets to Pistons playoff home games. Upon a revocation of the Membership with cause, the Pistons shall have the right to retain the Membership Fee. Upon a revocation of the Membership without cause, the Pistons shall refund to Member any prepaid portion of the Membership fee attributable to regular season games for which Tickets are revoked. If the Pistons revoke any Tickets with cause but do not revoke the Membership, no refund will be paid to Member.

11. **No Renewal Right:** Member hereby acknowledges and agrees that Member neither has a reasonable expectation, or any right or privilege, implied or otherwise, to (i) purchase or receive playoff tickets for the current NBA season (except as expressly provided for and agreed to by Member in this Membership license) or any subsequent NBA season(s), (ii) purchase or receive tickets or other Membership Privileges for any subsequent season(s), or (iii) renew this Membership for any subsequent season(s). Member further acknowledges and agrees that if the Pistons and/or PSE (in their sole and absolute direction) offer Member the opportunity to renew the Membership, neither such offer nor any acceptance by Member shall create a course of dealing between Member and the Pistons and/or PSE or a reasonable expectation, right or privilege, implied or otherwise, to any further renewal. Pistons and PSE shall have the ability to terminate this Membership at the end of each respective NBA season. Such termination shall terminate the Agreement as of June 30 of the applicable year.
12. **Disputes:** The Pistons and PSE shall, in their sole judgment, make any decisions and resolve all disputes between Member and the Pistons and/or PSE and any right attendant thereto. The venue for any lawsuit filed hereunder shall be Wayne County, Michigan. Member hereby waives any right to trial by jury in any action or proceeding.
13. **Policies and Procedures:** The Pistons and PSE reserve the right to modify these terms and conditions and any other policies and procedures related to the Membership, at any time and in their sole discretion.
14. **Restrictions:** Member agrees not to transmit, distribute or sell any description, account, picture, video, audio or other form of reproduction of a Pistons game or any surrounding activities for which this ticket is issued. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising promotions, contest or sweepstakes, without the express written consent of the Pistons and the NBA. Any violation of this provision shall be a material breach of the Agreement.
15. **Use of Image:** Member, and those who use the Tickets, grant permission to the Pistons, PSE, the NBA (and their respective licensees and agents) to utilize their image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of, or at, a Pistons game without further authorization or compensation.
16. **Time Changes:** Dates and times of all games are subject to change without notice. It is the responsibility of the Member to notify any recipient(s) of Ticket(s) of any changes in game time or date.
17. **Liability:** (i) The Pistons, PSE 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 Membership fee paid by Member for the unused Tickets under this Membership license. This remedy is exclusive. For the avoidance of doubt, in no event shall the Pistons, PSE or any other Releasee be liable for any incidental, direct, indirect, 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. (ii) Member, on behalf of itself, its guests and any holder of any Ticket, voluntarily assumes all risk and danger of personal injury (including death), property damage, and all hazards arising from, or related in any way to, use of the Tickets and/or other Membership Privileges, whether occurring prior to, during, or after a Pistons game or Member event, in or around LCA or in any location where a Member event takes place, howsoever

caused and whether by negligence or otherwise, including specifically but not exclusively the risk and danger of any injury, loss or damage by basketballs or other equipment, projected or thrown objects, players on the Pistons or the opposing team, or other spectators in any manner whatsoever. Member waives and releases, to the fullest extent permitted by law, all claims, whether known or unknown, relating to or arising from any such injury, loss or damage against the Pistons, PSE, Flagstar Bancorp, Inc. 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 such injury, loss or damage (including for lost or stolen property). (iii) Member shall indemnify and hold harmless, to the fullest extent permitted by law, all Releasees from and against any liabilities, losses, damages, claims, demands, chases in action, costs and expenses, including reasonable attorneys' fees (including in any action between Member and the Pistons 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 or any of Member's guests.

18. Force Majeure: The Pistons and PSE shall not be responsible to Member for a refund of any payments hereunder or otherwise for the cancellation or non-performance of any game or Member's inability to use any seats that are part of the Membership due to any cause or circumstance beyond their control, including but not limited to acts of God, epidemic, inability to procure materials, failure of electricity or other utilities, strikes, lockouts, new or changes in governmental laws, orders or regulations, riots, insurrections, wars or otherwise.
19. Non-Occurrence of Events/ Other Events: Nothing herein, including without limitation the Pistons' issuance of Tickets, shall operate as or constitute any warranty, representation, covenant or guarantee by the Pistons that any number of games shall occur at LCA. Member acknowledges and agrees that the Tickets are solely for Detroit Pistons preseason and regular season games (and, if purchased by Member, playoff games) played at LCA in the Membership Year, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NBA All Star or NBA Draft event (each, a "League Special Game") held in the Pistons' market or hosted by the NBA at LCA or otherwise in which the Pistons participates. Member acknowledges and agrees that the Pistons and/or NBA may cancel, postpone, reschedule or relocate games for any reason (e.g., move a preseason or regular season game of the Pistons from LCA to an alternate venue for the purposes of playing a League Special Game), 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 ("Preemption"). In the event any game for which Tickets have been purchased under this Membership license is not played in LCA for any reason (a "Lost Game"), including, without limitation, a work stoppage or labor dispute by and among the NBA and/or their respective players, Preemption or any other cause, (i) such event shall not be deemed a breach by Pistons of this Membership license, and (ii) Member hereby waives and releases any and all claims Member may have against the Pistons, PSE and/or the NBA with respect to such Lost Game.
20. Location Change: The Pistons and PSE reserve the right to relocate the Tickets to any other location in LCA (with a price adjustment, if and as determined by Pistons) if the Pistons and/or PSE determines, in its sole discretion, such relocation is advisable or necessary for any reason, include but not limited to any construction project or other alteration or modification to LCA, or due to any NBA requirements, government requirements or other reasons beyond the control of the Pistons and/or PSE. If the Pistons and/or PSE exercise such right, the Pistons and PSE agree to use reasonable efforts to provide a reasonably comparable location. Member acknowledges that the Pistons and PSE make no guarantee of any specific locations and that the alternative locations will be provided based on availability.

21. NBA Rules: This Agreement is subject to the Constitution and By-Laws and all rules, regulations and agreements of the NBA and its affiliated entities as they presently exist or as they may, from time to time, be entered into, amended or adopted.
22. Miscellaneous: Pistons and PSE are not responsible for lost or stolen tickets, and any reissuance of tickets shall be at the sole discretion of the Pistons and PSE. Ticket(s) not obtained from sources authorized by the Pistons and PSE may not be honored. In the event any Ticket is listed at an incorrect price or seat location within LCA due to a typographical or other error, the Pistons and PSE shall have the right to refuse or cancel any orders placed for such Ticket(s). Pistons and PSE are not responsible for any error or omission in Membership Fee transfer(s) or any errors, omission, incorrect interest calculation or any other issue that arises with the Member's Flagstar Bank accounts.

**By making full payment for the Membership, Member is entering into the Agreement, agreeing to each of these terms and conditions and accepting responsibility to pay for the full Membership fee stated herein. No cancellations, refunds or adjustments will be granted unless otherwise agreed.**