

## RACQUET PRO AGREEMENT

THIS RACQUET PRO AGREEMENT (the “Agreement”), dated as of the first date listed in the executed Schedule A, by and between JJYE Services LLC d/b/a The Racquet (“The Racquet”), a Florida limited liability company and by the name first listed on the Pro Listing Form attached hereto, (“Pro”).

**WHEREAS**, The Racquet is a company engaged in the business of providing sports instruction services, including but not limited to tennis, pickleball, and paddle tennis;

**WHEREAS**, The Racquet operates a platform designed to connect sports professionals with clients seeking sports instruction services;

**WHEREAS**, the Pro is a skilled and qualified individual, desiring to offer their services in sports instruction, including tennis, pickleball, and paddle tennis, through The Racquet’s platform;

**WHEREAS**, the Racquet desires to engage the services of the Pro to provide sports instruction to clients through its platform, and the Pro desires to provide such services under the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, for and in consideration of the premises, mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

### **Section 1. Engagement and Services.**

1.1. **Engagement.** The Racquet hereby engages the Pro as an independent contractor, and the Pro hereby agrees to provide sports instruction services under the terms and conditions of this Agreement. The services shall include, but are not limited to, coaching in tennis, pickleball, and paddle tennis.

1.2. **Scope of Services.** The Pro agrees to provide sports instruction services in a professional, competent, and timely manner. The Pro is responsible for preparing and conducting sports instruction sessions, including all necessary planning, preparation, and follow-up activities associated with the provision of such services.

1.3. **Platform Use.** The Pro shall utilize The Racquet’s platform for all activities related to the scheduling, management, and execution of sports instruction sessions. This includes, but is not limited to, the submission of weekly schedules, communication with clients, and adherence to The Racquet’s operational guidelines and policies.

1.4. **Quality of Services.** The Pro shall at all times maintain a high standard of quality in the provision of sports instruction services. The Pro agrees to tailor instruction methods and techniques to meet the individual skill levels and goals of each client, ensuring a safe, effective, and positive learning experience.

1.5. **Compliance with Standards.** The Pro agrees to comply with all standards and requirements set forth by The Racquet, including but not limited to those outlined in The Racquet’s Terms of Service, Additional Terms for Pros, and Lesson Standards and Requirements. The Pro is responsible for staying informed of and adhering to any updates or changes to these standards and requirements.

1.6. **Professional Conduct.** At all times during the term of this Agreement, the Pro shall conduct themselves in a professional manner and uphold the reputation and standards of The Racquet. This includes, but is not limited to, maintaining appropriate communication with clients, respecting client confidentiality, and representing The Racquet in a positive and professional manner.

1.7. **Independent Contractor Status.** It is understood and agreed that the Pro is an independent contractor and not an employee, agent, joint venture, or partner of The Racquet. The Pro shall have no authority to bind or commit The Racquet in any manner and shall not represent themselves as an agent or legal representative of The Racquet.

1.8. Amendments to Services. Any changes or amendments to the services to be provided under this Agreement shall be mutually agreed upon in writing by both The Racquet and the Pro.

## **Section 2. Scheduling and Availability.**

2.1. Weekly Schedule Submission. The Pro is required to submit their weekly availability schedule to The Racquet through the designated platform application (the “App”). This schedule must be submitted in accordance with the timeline and format specified by The Racquet. The Racquet reserves the right to request modifications to the Pro’s schedule to accommodate client needs and operational requirements.

2.2. Lesson Scheduling. Upon receiving the Pro’s weekly availability, The Racquet will schedule sports instruction sessions based on client requests and the Pro’s availability. The Pro agrees to honor the scheduled sessions and make all reasonable efforts to accommodate the scheduling needs of The Racquet and its clients.

2.3. Changes and Cancellations. In the event of a necessary schedule change or cancellation by the Pro, The Racquet must be notified as soon as practicable. The Pro agrees to adhere to The Racquet’s cancellation policy, as outlined in the Terms of Service. The Pro understands that repeated cancellations or failure to notify may result in review and possible termination of this Agreement.

2.4. Communication Responsibilities. The Pro is responsible for maintaining clear and professional communication with both The Racquet and clients. This includes timely responses to scheduling inquiries, session confirmations, and any relevant communication pertaining to the sports instruction services.

2.5. Emergency Unavailability. In cases of emergency or unforeseen circumstances that prevent the Pro from fulfilling a scheduled session, the Pro must immediately notify The Racquet. The Racquet will make reasonable efforts to accommodate the situation and, if necessary, reschedule or reassign the session.

2.6. Availability Commitment. The Pro agrees to maintain a level of availability that is consistent with the needs of The Racquet’s clients and the operational demands of The Racquet’s platform. The Pro acknowledges that consistent availability is crucial to maintaining the quality and reliability of The Racquet’s services.

2.7. Time Management. The Pro is responsible for managing their time effectively to ensure punctual commencement and conclusion of all scheduled sessions. The Pro acknowledges that adherence to scheduled session times is critical for maintaining client satisfaction and operational efficiency.

2.8. No-Show Policy. In the event the Pro fails to attend a scheduled session without prior notification (“No-Show”), The Racquet reserves the right to take appropriate action, which may include financial penalties, suspension, or termination of this Agreement, depending on the frequency and circumstances of such No-Shows.

## **Section 3. Compensation and Payout Terms.**

3.1. Compensation Structure. The Pro shall be compensated at a rate described in Schedule A: Professional Listing Form for each one-hour lesson provided.

3.2. Invoice and Payment Schedule. The Pro shall submit invoices for services rendered in accordance with the schedule and format prescribed by The Racquet. Payments to the Pro will be made as soon as practicable but no later than net 15 days from the date of invoice submission. The Racquet reserves the right to review and verify the accuracy of invoices prior to processing payments.

3.3. Payout Disputes. In the event of a dispute regarding payouts, the Pro must notify The Racquet within 30 days of receiving the invoice. The Racquet agrees to investigate and resolve any such disputes in a timely and fair manner. Disputes raised after 30 days from the invoice receipt date may not be considered.

3.4. **Tax Responsibility.** The Pro acknowledges that all payments received under this Agreement are net amounts. The Pro is solely responsible for the payment of all taxes, levies, duties, and other governmental charges arising from the compensation received for services rendered under this Agreement. The Racquet shall not be responsible for withholding or paying any taxes, social security contributions, or other statutory deductions on behalf of the Pro.

3.5. **Payout Adjustments.** In the case of lesson cancellations, no-shows, or other events impacting the Pro's ability to deliver services, adjustments to the Pro's payouts will be made in accordance with The Racquet's policies and the terms specified in this Agreement.

3.6. **Payment Method.** Payments to the Pro will be made through a method mutually agreed upon, which may include direct deposit, electronic payment systems, or other means as deemed suitable by The Racquet

3.7. **Record Keeping.** The Pro agrees to maintain accurate and up-to-date records of services provided, including dates, durations, and client details, as required for invoicing and payment purposes. The Racquet reserves the right to request access to these records for verification purposes.

3.8. **1099 Form.** If applicable, The Racquet will issue a 1099 form to the Pro for tax purposes, in accordance with the relevant federal and state tax laws. The Pro is responsible for ensuring that all information provided to The Racquet for this purpose is accurate and complete.

#### **Section 4. Insurance and Liability.**

4.1. **Insurance Coverage.** The Racquet, Inc. shall provide the Pro with insurance coverage under its blanket liability and personal injury policies. This coverage extends up to an aggregate limit of \$1,000,000. The insurance provided by The Racquet is limited to claims arising directly from the Pro's performance of sports instruction services under this Agreement.

4.2. **Scope of Insurance.** The insurance coverage shall include, but not be limited to, liability for bodily injury, personal injury, and property damage. The Pro acknowledges that this insurance coverage is in effect only during the active performance of their duties and responsibilities as outlined in this Agreement.

4.3. **Pro's Responsibility for Insurance.** The Pro acknowledges that they are responsible for obtaining any additional insurance coverage that may be necessary or prudent for the performance of their services, above and beyond the coverage provided by The Racquet. This may include, but is not limited to, professional liability insurance, health insurance, and disability insurance.

4.4. **Risk Assumption.** The Pro understands and agrees that they assume all risks associated with providing sports instruction services, including but not limited to risks of personal injury, risks associated with the use of equipment, and risks inherent in sports activities. The Pro agrees to conduct all activities in a manner that prioritizes safety and reduces the likelihood of accidents or injuries.

4.5. **Indemnification.** The Pro agrees to indemnify, defend, and hold harmless The Racquet, its affiliates, officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Pro's performance of services, violation of this Agreement, or any other actions or omissions by the Pro.

4.6. **Notification of Incidents.** The Pro is required to immediately report any accidents, injuries, or incidents occurring in the course of providing instruction services to The Racquet. The Pro agrees to cooperate fully in any investigation of such incidents and to provide all necessary information to The Racquet and its insurers.

4.7. **Waiver of Subrogation.** The Pro hereby waives any rights of subrogation against The Racquet for any claims covered by the insurance provided under this Agreement, to the extent permitted by law.

4.8. Limitation of Liability. The Racquet's liability under this Agreement shall be limited to the coverage provided under its insurance policies. In no event shall The Racquet be liable for any indirect, incidental, special, consequential, or punitive damages, even if informed of the possibility of such damages.

## **Section 5. Professional Conduct and Standards.**

5.1. Adherence to Professional Standards. The Pro shall at all times maintain the highest standards of professional conduct and integrity in the performance of their services. This includes adherence to all applicable laws, regulations, and ethical guidelines relevant to sports coaching and instruction.

5.2. Quality of Instruction. The Pro commits to providing high-quality, tailored instruction to clients. Instruction methods should be adapted to suit individual client skill levels, learning styles, and goals, ensuring a positive and productive learning experience.

5.3. Safety and Respect. The Pro is responsible for ensuring a safe and respectful environment during all instruction sessions. This includes, but is not limited to, proper use of equipment, adherence to safety protocols, and respectful communication with clients.

5.4. Representation of The Racquet. While engaged in activities related to The Racquet, the Pro shall represent The Racquet in a professional manner. This includes, but is not limited to, wearing appropriate attire, upholding The Racquet's values, and positively promoting The Racquet's services.

5.5. Client Interaction. The Pro must maintain professional boundaries with all clients. This includes, but is not limited to, respecting client confidentiality, avoiding conflicts of interest, and refraining from any form of discrimination, harassment, or inappropriate behavior.

5.6. Feedback and Continuous Improvement. The Pro agrees to participate in feedback mechanisms provided by The Racquet, including client feedback and performance reviews. The Pro shall use this feedback for continuous improvement of their instruction skills and client service.

5.7. Compliance with Policies and Procedures. The Pro agrees to comply with all policies and procedures established by The Racquet, including those related to scheduling, client management, use of technology platforms, and any other operational aspects of their services.

5.8. Non-Disparagement. The Pro agrees not to engage in any conduct or communication, public or private, that disparages or damages the reputation of The Racquet, its affiliates, employees, other contractors, clients, or services. This obligation shall continue during the term of this Agreement and after its termination.

5.9. Conflict of Interest. The Pro shall disclose to The Racquet any situations that may represent a conflict of interest or could be perceived as such. The Pro agrees to avoid any actions, decisions, or engagements that conflict with the interests of The Racquet or compromise the integrity of the services provided.

5.10. Amendment of Professional Conduct Standards. The Racquet reserves the right to amend or update the standards of professional conduct as necessary. The Pro agrees to adhere to any such amendments as part of their continued engagement with The Racquet.

## **Section 6. Intellectual Property and Materials.**

6.1. Ownership of Materials. All coaching materials, training plans, methodologies, and related intellectual property created, developed, or used by the Pro in the course of providing services under this Agreement are the property of The Racquet, unless otherwise agreed in writing. This includes, but is not limited to, written materials, videos, exercise programs, and instructional techniques.

6.2. Use of Materials. The Pro is granted a limited, non-exclusive, non-transferable license to use The Racquet's proprietary materials and intellectual property solely for the purpose of providing services under this Agreement. The Pro agrees not to use these materials for any other purpose or in a manner that competes with The Racquet's business interests.

6.3. Confidentiality of Materials. The Pro acknowledges that all materials and intellectual property provided by The Racquet are confidential and proprietary. The Pro agrees to maintain the confidentiality of these materials and not to disclose them to any third party without the prior written consent of The Racquet.

6.4. Creation of New Materials. In the event the Pro creates new coaching materials, training plans, or methodologies during the term of this Agreement, such materials shall be considered a work made for hire and will be the sole and exclusive property of The Racquet. The Pro agrees to assign all rights, title, and interest in such materials to The Racquet.

6.5. Usage Rights. The Racquet shall have the right to use, reproduce, modify, distribute, and display the materials created by the Pro as part of its business operations, marketing, and promotional activities. This right extends to any derivatives or adaptations of the materials.

6.6. Intellectual Property Infringement. The Pro agrees not to infringe upon any intellectual property rights of third parties in the creation and use of coaching materials. The Pro shall immediately notify The Racquet if they become aware of any infringement or potential infringement of such rights in relation to the services provided under this Agreement.

6.7. Return or Destruction of Materials. Upon termination of this Agreement, or upon The Racquet's request, the Pro agrees to return or destroy all proprietary materials and intellectual property belonging to The Racquet. This includes deleting any digital copies of such materials in the Pro's possession or control.

6.8. Survival of Obligations. The obligations under this Section 6 regarding intellectual property and materials shall survive the termination of this Agreement and continue in full force and effect thereafter.

## **Section 7. Termination.**

7.1. Termination Rights. This Agreement may be terminated by either party upon providing written notice to the other party. The specific conditions and notice periods for termination are as follows.

7.1.1. Termination by The Racquet. The Racquet may terminate this Agreement at any time with immediate effect for cause, including but not limited to breach of contract, professional misconduct, or failure to adhere to The Racquet's policies and standards. For termination without cause, The Racquet will provide the Pro with a 30-day written notice.

7.1.2. Termination by the Pro. The Pro may terminate this Agreement at any time for any reason, provided that a 30-day written notice is given to The Racquet.

7.2. Obligations Upon Termination. Upon termination of this Agreement, the Pro shall:

7.2.1. Complete any outstanding obligations and services scheduled up to the effective date of termination.

7.2.2. Return all property, branded clothing provided, materials, and confidential information belonging to The Racquet.

7.2.3. Cease using any of The Racquet's proprietary materials, trademarks, or intellectual property.

7.3. **Final Payout.** Upon termination, The Racquet will pay the Pro for all services rendered up to the effective date of termination, subject to the terms of Section 3 (Compensation and Payout Terms).

7.4. **Survival of Provisions.** The termination of this Agreement shall not affect the rights and obligations of the parties accrued up to the date of termination. The provisions of Sections 4 (Insurance and Liability), 6 (Intellectual Property and Materials), and any other provisions of this Agreement which, by their nature, should survive termination, will continue in effect after such termination.

7.5. **No Liability for Termination.** Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by either party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

7.6. **Effect of Termination.** Termination of this Agreement for any reason shall not release either party from any liability which, at the time of termination, has already accrued, or which thereafter may accrue with respect to any act or omission prior to such termination, nor shall such termination affect in any way the survival of any right, duty, or obligation of either party which is expressly stated elsewhere in this Agreement to survive such termination.

## **Section 8. Dispute Resolution.**

8.1. **Negotiation and Mediation.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle such disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of 60 days, then, upon notice by either party to the other, disputes or differences shall be finally settled by mediation administered by the American Arbitration Association under its Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

8.2. **Arbitration.** Any unresolved disputes remaining after mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8.3. **Confidentiality of Dispute Resolution Process.** The parties agree that the mediation and arbitration shall be kept confidential and all information disclosed during such processes, as well as the results thereof, shall be kept confidential, except as may be necessary to enforce any award or judgment or as otherwise required by law.

8.4. **Costs of Arbitration.** The costs of arbitration, including administrative and arbitrator fees, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of its own attorneys' fees and preparation for the arbitration.

8.5. **Jurisdiction and Venue.** The arbitration shall take place in the state of Florida, and the laws of the State of Florida shall govern the rights and obligations of the parties with respect to all matters arising out of or relating to this Agreement.

8.6. **Binding Effect of Arbitration.** The decision or award resulting from any such arbitration shall be final and binding upon the parties, and upon any award, judgment may be entered in any court having jurisdiction thereof.

8.7. **Continuation of Performance.** The parties agree that, to the extent possible, and unless otherwise stipulated in the arbitration proceedings, each shall continue to perform their respective obligations under this Agreement during the course of dispute resolution proceedings outlined in this Section 8.

## **Section 9. Confidentiality and Non-Disclosure.**

9.1. **Confidential Information.** During the term of this Agreement and thereafter, the Pro may have access to and become acquainted with various confidential information, including but not limited to business, technical, or financial

information, client data, proprietary materials, trade secrets, and other knowledge owned or licensed by The Racquet or its clients. All such information is hereinafter collectively referred to as “Confidential Information.”

9.2. Obligation of Confidentiality. The Pro agrees to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person, firm, corporation, or entity, nor to use any Confidential Information for their own benefit or for the benefit of any third party, without the express written consent of The Racquet, except as may be necessary in the ordinary course of performing the Pro’s duties under this Agreement.

9.3. Exclusions from Confidential Information. Confidential Information does not include information that (i) is or becomes publicly known through no fault of the Pro; (ii) is rightfully received by the Pro from a third party without a duty of confidentiality; (iii) is independently developed by the Pro without use of or reference to the Confidential Information; or (iv) is required to be disclosed by law, provided that the Pro gives The Racquet prompt written notice of such requirement prior to disclosure.

9.4. Return or Destruction of Confidential Information. Upon termination of this Agreement, or upon The Racquet’s written request, the Pro shall promptly return or destroy all copies of Confidential Information in their possession or control, and certify in writing to The Racquet that all such Confidential Information has been returned or destroyed.

9.5. Survival of Confidentiality Obligations. The Pro’s obligations with respect to confidentiality and non-disclosure shall survive the termination of this Agreement and remain in effect for a period of five (5) years following such termination.

9.6. Remedies for Breach of Confidentiality. The Pro acknowledges that any breach or threatened breach of this Section 9 may cause irreparable injury to The Racquet, and upon breach of any provision of this Section 9, The Racquet shall be entitled to seek injunctive relief, specific performance, or other equitable relief, in addition to any other remedies available at law or in equity.

9.7. Notification of Unauthorized Use or Disclosure. The Pro shall promptly notify The Racquet upon becoming aware of any unauthorized use or disclosure of Confidential Information and shall assist The Racquet in every reasonable way to retrieve the improperly disclosed Confidential Information and to prevent its further unauthorized use or dissemination.

## Section 10. Non-Solicitation.

10.1. No Non-Compete Agreement. Except as otherwise stated in this Section 10, this Agreement does not include a non-compete clause. The Pro is not restricted from engaging in, starting, or being involved in any business activity, including those that compete directly with the core business activities of The Racquet, irrespective of geographic location.

10.2. Non-Solicitation of Clients. For the duration of this Agreement and for one (1) year thereafter, the Pro agrees not to solicit, directly or indirectly, business from, or attempt to sell, license, or provide the same or similar services as provided under this Agreement to, any client or customer of The Racquet. Further, the Pro shall not induce or attempt to induce any client or customer of The Racquet to cease doing business with The Racquet.

10.3. Non-Solicitation of Employees/Contractors. During the term of this Agreement and for a period of one (1) year after its termination, the Pro agrees not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any employee or contractor of The Racquet to terminate their employment or contractual relationship with The Racquet.

10.4. Scope and Reasonableness of Restrictions. The Pro acknowledges that the restrictions contained in this Section 10 are reasonable and necessary to protect the legitimate business interests of The Racquet and that any violation of these restrictions would result in irreparable injury to The Racquet.

10.5. Remedies for Breach of Non-Solicitation. In the event of a breach or threatened breach by the Pro of any provisions of this Section 10, The Racquet shall be entitled to seek injunctive relief and damages, including but not limited to, recovery of lost profits. Such remedies shall be in addition to any other remedies available to The Racquet at law or in equity.

10.6. Invalidity or Unenforceability. If any part of the covenants set forth in this Section 10 is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining parts shall be adjusted, if possible, to achieve the intent of the parties within legal limits, or, if adjustment is not possible, the remaining parts shall continue in full force and effect.

10.7. Survival of Provisions. The provisions of this Section 10 shall survive the termination of this Agreement and shall be fully enforceable thereafter.

### **Section 11. Compliance with Laws and Regulations.**

11.1. General Compliance. The Pro shall comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to the performance of their duties under this Agreement, including but not limited to those concerning health, safety, employment, and data protection.

11.2. Health and Safety Regulations. The Pro agrees to conduct all instruction activities in accordance with the highest standards of health and safety. This includes, but is not limited to, adherence to any applicable COVID-19 protocols, sports safety guidelines, and the use of proper equipment and techniques to prevent injuries.

11.3. Employment Laws. As an independent contractor, the Pro acknowledges that they are not considered an employee of The Racquet and are solely responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort associated with the Agreement, including but not limited to federal and state income tax, social security, unemployment or disability insurance, workers' compensation, and health insurance.

11.4. Data Protection and Privacy. In the course of performing services under this Agreement, the Pro may have access to personal and sensitive information of clients or The Racquet. The Pro agrees to handle all such data in accordance with applicable data protection laws and The Racquet's privacy policies.

11.5. Licenses and Permits. The Pro shall obtain and maintain all necessary licenses, permits, and certifications required for the provision of their services under this Agreement.

11.6. Notification of Violation. The Pro shall promptly notify The Racquet of any known violation of applicable laws or regulations in connection with the performance of their services under this Agreement.

11.7. Indemnification for Non-Compliance. The Pro agrees to indemnify and hold harmless The Racquet against any fines, penalties, liabilities, losses, and expenses arising from the Pro's failure to comply with this Section 11.

11.8. Amendments Due to Changes in Law. The parties acknowledge that applicable laws and regulations may change during the term of this Agreement. The Racquet reserves the right to modify the terms of this Agreement as necessary to comply with any such changes. The Pro agrees to adhere to any amended terms in accordance with such legal and regulatory changes.

11.9. Survival of Obligations. The obligations under this Section 11 regarding compliance with laws and regulations shall survive the termination of this Agreement and continue in full force and effect thereafter.



## Section 12. Compliance with Laws and Regulations.

12.1. Entire Agreement. This Agreement constitutes the entire agreement between The Racquet and the Pro regarding the subject matter hereof, superseding all prior agreements, negotiations, understandings, and discussions, whether written or oral.

12.2. Amendment. No amendment, modification, or supplement to this Agreement shall be effective unless it is in writing and signed by both parties.

12.3. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12.4. Assignment. The Pro shall not assign, transfer, delegate, or subcontract any of their rights or obligations under this Agreement without the prior written consent of The Racquet. Any purported assignment or delegation in violation of this Section 12 shall be null and void.

12.5. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect, and such invalid, illegal, or unenforceable provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision.

12.6. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts or the courts of the State of Florida.

12.7. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed to the respective parties as per the contact information provided and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed, or on the date of transmission if sent via email.

12.8. Force Majeure. Neither party shall be liable to the other for any failure to perform any obligation under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

12.9. Counterparts. This Agreement may be executed in multiple counterparts, each considered an original, yet together they form a single unified document. When the Pro electronically executes Schedule A, it is understood that the Pro is thereby agreeing to the terms of this Agreement. An electronically signed copy of this Agreement, whether delivered via facsimile, email, or any other electronic means, is to be considered as having the same legal validity as an original signed hard copy of the Agreement. This ensures that the Pro's electronic agreement to Schedule A is recognized as a formal acceptance of the entire Agreement.

12.10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

JJYE SERVICES LLC  
d/b/a THE RACQUET

By. 

Name: Maria Yepez

PRO

Signature Acknowledgment for  
Original Agreement Execution  
through Schedule A.