

TERMS OF USE PLEASE READ THESE TERMS OF USE CAREFULLY.

These Terms of Use cover important information about the Product and any applicable fees. In particular, they include information about Terms of Use of Product and limitations of liability.

Welcome to The DB Blueprint Community!

These terms of use and any other terms and documents expressly incorporated herein, each as may be amended, supplemented or replaced from time to time (together, the “Terms of Use”) apply to your use of The DB Blueprint product (the “Product”).

These Terms of Use are entered into by and between you as a user (referred to as “User”, “you” or “your”) and Lightning Quick Sports Performance, Inc. and its affiliates (referred to as “LQSP”, “we”, “us” or “our”), and supersede and replace any terms and conditions of services that you may have previously agreed with LQSP in connection with the Product.

Your access to and use of the Product constitutes your agreement to be bound by these Terms of Use. The offering of the Product to you is conditional on your acceptance of these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Product.

1. User Eligibility

By accessing or using the Product, you confirm that you are at least 18 years old, or the age of legal majority in your jurisdiction of residence, or you have consent from your parent or guardian, and you have full power, capacity and authority to agree to the Terms of Use and have not been previously suspended or removed from using the Product.

We may, in our sole discretion, refuse to offer The DB Blueprint Product to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you, and the right to access and use the Product is revoked where these Terms or use of the Product is prohibited or conflicts with any applicable law, rule or regulation. Further, the Product is offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

2. Payment

You must pay the fees for the Product through a credit card payment.

When you purchase the Product, through The DB Blueprint Site, you must provide us with complete and accurate payment information. By submitting payment details, you represent that you are entitled to purchase the Product using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your Product. LQSP reserves the right to contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties if there is suspicious activity.

In addition to the fee you are charged, certain banks and credit card issuers may charge a foreign transaction fee on transactions which take place abroad or in a foreign currency. You are responsible for paying any such fees. Please refer to Section 8 of these Terms for additional information on price and payment.

3. Intellectual Property

a. LQSP's ownership of the Product. All of the patents, trademarks, logos, trade names, rights in domain names, copyrights, moral rights, design rights, database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether or not patentable) and other similar intellectual property rights (whether registered or not)) and applications for such rights as may exist anywhere in the world (collectively, "Intellectual Property Rights") in the Product and the material published on and through it are owned by LQSP, its licensors and other providers of such material and are protected by Applicable Laws. You may not engage in any activity through the Product that infringes or otherwise makes unauthorized use of another party's Intellectual Property Rights.

b. User's right to use Product. You are not granted any right to use, and may not use, any of LQSP's Intellectual Property Rights other than as set out in these Terms of Use and subject to the following conditions:

i. You are granted a limited, personal, non-transferable, non-sublicensable and revocable license to access and use the Product (or any part of it or its contents) for your own personal use and may not copy, reproduce, republish, upload, re-post, modify, transmit, distribute or otherwise use the Product (or any part of it or its content) in any way for non-personal, public or commercial use without prior written consent from LQSP;

ii. You may not remove or modify any copyright, trademark or other proprietary notices that have been placed in any part of the Product; and

iii. You may not use any data mining, robots or similar data-gathering or extraction methods. 4

. Limitations of Liability, Disclaimer, Indemnity

a. Limitation of Liability.

- i. To the fullest extent permitted by law: LQSP shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to death or personal injury resulting from the negligence of LQSP or its Associated Parties, fraud or fraudulent misrepresentation, damages for loss of profits, economic or pure economic losses, goodwill, use, data, computer damage, system failure, inability to use the Product or other intangible losses, even if a limited remedy set forth herein is found to have failed its essential purpose, arising out of or in connection with authorized or unauthorized use of the Product, or these Terms of Use; and
- ii. LQSP's total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to LQSP for the Product.

If you live in a jurisdiction that does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation does not apply to you. To the extent that one or any aspect of LQSP's limitations set out above does not apply, all remaining aspects survive. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between LQSP and you.

b. Disclaimers. To the maximum extent permitted under Applicable Laws, the Product or other item provided by or on behalf of LQSP are provided on an "AS IS" and "AS AVAILABLE" basis and LQSP expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment and any other warranty that might arise under any law, or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, LQSP makes no representations or warranties:

- i. That the Product is or will be permitted in your jurisdiction
- ii. Concerning any content included in the Product
- iii. That the Product will meet your personal or professional needs

To the extent that another party may have access to or view Product, you are solely responsible for informing such party of all disclaimers and warnings in these Terms. **TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE PRODUCT, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.**

5. Safety Warnings

The content of the Product that promotes physical activity, nutrition or general wellness are for your informational purposes only and are not intended as medical advice or services, or for diagnostic or treatment purposes. The Product offers health and fitness information and is designed for educational and entertainment purposes only. Before engaging in any physical activity or making any changes to your diet or lifestyle, you should consult your physician, general practitioner or other relevant health care professional to seek advice.

IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ, VIEWED OR HEARD ON THE PRODUCT. THE USE OF INFORMATION PROVIDED THROUGH THE PRODUCT IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

NOTHING STATED, POSTED OR AVAILABLE THROUGH THE PRODUCT IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE PRODUCT IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, LQSP MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE PRODUCT WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

In becoming a user of the Product with the intent of using the Product, you affirm that either:

(a) All of the following statements are true: (1) no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner; (2) you have never felt chest pain when engaging in physical activity; (3) you have not experienced chest pain when not engaged in physical activity at any time within the past month; (4) you have never lost your balance because of dizziness and you have never lost consciousness; (5) you do not have a bone or joint problem that could be made worse by a change in your physical activity; (6) your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition; (7) you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and (8) you do not know of any other reason you should not exercise; or

(b) Your physician or general practitioner has been specifically consulted by you and approved of your use of the Product.

If applicable, you further affirm that: (1) you are not pregnant, breastfeeding or lactating; unless your physician or general practitioner has been specifically consulted and approved your use of the Product.

To the maximum extent permitted under Applicable Laws, LQSP is not responsible or liable for any loss or damage of any sort incurred that result from your use of, or inability to use, the Product.

6. Indemnification

To the maximum extent permitted by Applicable Laws, you agree to indemnify and hold harmless immediately upon demand LQSP and the Associated Parties from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense including reasonable attorneys' fees, in any way arising out of, in relation to or in connection with directly or indirectly: (1) your use of, or conduct in connection with, the Product; (2) your breach of these Terms of Use or any other policy; or (3) your violation of any Applicable Laws or the rights of any other person or entity.

You will provide LQSP and the Associated Parties with any assistance that LQSP and the Associated Parties reasonably requests in defending any such action or proceeding.

7. ARBITRATION REQUIREMENT & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS MAY AFFECT YOUR LEGAL RIGHTS. APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW

a. Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Product (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and LQSP agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms and that you and LQSP are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

b. Exceptions and Opt-out. As limited exceptions to Section 9 above: (1) you may seek to resolve a Dispute in small claims court if it qualifies; and (2) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.

c. Initial Dispute Resolution and Notification. You agree that before initiating any Dispute or arbitration proceeding, we will attempt to negotiate an informal resolution of any dispute. To begin this process, before initiating any arbitration proceeding, you must send a Notice of Dispute ("Notice") by certified mail to the attention of LQSP's Legal Department at the LQSP address set out herein. In the Notice, you must describe the nature and basis of the Dispute and the relief you are seeking. If we are unable to resolve the Dispute within 45 days after LQSP's receipt of the Notice, then you or LQSP may initiate arbitration proceedings as set out below.

d. Conducting Arbitration and Arbitration Rules. Any arbitration will be conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "JAMS Rules") then in effect, except as modified by these Terms. The JAMS Rules are available at www.jamsadr.com or by calling 1-800- 352-5267. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at www.jamsadr.com. JAMS will appoint an arbitrator that is either a retired federal or state court judge, or an attorney who has been licensed to practice law in the state of New York for at least 10 years. The arbitration will be conducted by an in-person hearing, unless we both agree otherwise. If JAMS fails or declines to conduct the arbitration for any reason, we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint a different arbitration administrator. Any arbitration hearings will take place in Los Angeles County, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues

relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. During the arbitration, both you and LQSP may take one deposition of the opposing party, limited to 4 hours. If we cannot agree on a time and location for a deposition, the arbitrator will resolve any scheduling disputes.

e. **Arbitration Costs.** Each of the parties, you and LQSP, will be responsible for paying all their own filing, administration and arbitrator fees, attorneys fees and expenses. The arbitrator shall have the discretion to award reimbursement of the foregoing fees and costs to the prevailing party.

f. **Class Action Waiver.** YOU AND LQSP AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, neither JAMS nor the arbitrator may consolidate another person's claims with your claims or otherwise preside over any form of a representative or class proceeding for any purpose. If this specific provision is found to be unenforceable, then the entirety of this Section shall be null and void.

g. **Severability.** With the exception of any of the provisions in Section 7f above, if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

8. Product Addendum

If you do not agree to these provisions, do not purchase the Product.

a. **No purchase for resale.** The Product is a digital product (e.g., ebooks, training videos) intended solely for direct sale to end consumers, and therefore the purchase of such digital products for resale (i.e., purchase with the intention for reselling the products to other consumers, business or third parties) is strictly prohibited. LQSP reserves the right to take any action to prevent resale of digital products, including restricting sales to you and cancelling any orders made by you.

b. **Prices and currency.** The price of Product will be at the prevailing prices displayed when you check out. You will be able to verify the total price of your order prior to placing the order – this total price will include the price of all products as well as any applicable shipping costs and taxes. While prices for products may change over time, these changes will not affect any orders that we have confirmed via an email confirmation. All payments made for Products that you order will be charged in US Dollars and the invoice that you receive from LQSP will be denominated in US Dollars. Where the credit card account that you use to pay for your order is denominated in a currency other than US Dollars, you may be charged administrative and/or currency conversion fees by the applicable bank or service provider – you acknowledge and agree that you will be responsible for any such fees and that the prices listed excludes such fees.

c. **Payment methods and processing.** You will only be able to make payment for your orders using the methods set out on the order checkout page – this method is Credit Card. Please do not attempt to use any other payment methods as you may risk the loss of any payments made – LQSP will not be responsible or liable for any such losses. Upon submitting your order on The DB Blueprint Site, the credit card (as applicable) that you selected will be charged for the amount of the order (including the applicable shipping charges and taxes).

d. **Cancellation of orders.** Prior to an order being shipped by us, you may be able to cancel that order and receive a full refund of the purchase price and the shipping costs. However, we begin processing orders placed through The DB Blueprint site promptly, and therefore, if you wish to cancel an order, please notify us as soon as possible at the following email address: lucas@lqsportsperformance.com. Once an order has been shipped (either via email, US Mail, or other shipment method) the Product can not be returned or refunded.

9. Interpretation; Severability; Waiver; Remedies

Headings are for convenience only and shall not be used to construe these Terms. If any term of these Terms is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms. No failure or delay by LQSP in exercising any right hereunder will waive any further exercise of that right. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of LQSP. LQSP's rights and remedies hereunder are cumulative and not exclusive.

10. Successors; Assignment; No Third-Party Beneficiaries

These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign or transfer these Terms without LQSP's prior written consent. LQSP may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you.

11. Notices

You consent to receive all communications including notices, agreements, disclosures, or other information from LQSP electronically. LQSP may communicate by email. For all notices to LQSP, write to the following address:

LQSP

31848 Village Center Road, Westlake Village, CA 91362 Attn: Legal Department

Nothing in these Terms or otherwise limits LQSP's right to object to subpoenas, claims, or other demands. 12. Modification

We may update these Terms at any time, in our sole discretion. If we do so, we'll let you know by, at a minimum, posting the updated Terms on The DB Blueprint Site. Modifications will be effective on the date that they are posted to The DB Blueprint Site. It's important that you review the Terms whenever we update them before you use the Product. If you continue to use the Product after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then, you may not use the Product anymore. Because the Product is evolving over time we may change or discontinue all or any part of the Product, at any time and without notice, at our sole discretion.

13. Entire Agreement

These Terms incorporate any other policies or procedures referenced herein that are posted to The DB Blueprint Site from time to time. In the event of a conflict between any policies posted on The DB Blueprint Site and these Terms, these Terms will control. These Terms represent the entire understanding between LQSP and you regarding the Product and supersede all prior agreements and understandings regarding the same. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

14. Force Majeure

Neither Party shall be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond the party's reasonable control and not caused by that party's fault, or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by

reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

These Terms of Use are effective as of the 11th of October 2023.