

CITADEL FALL 2026 PITCH COMPETITION OFFICIAL RULES

The Citadel Fall 2026 Pitch Competition (the “**Competition**”) is sponsored by Citadel Enterprise Americas LLC (“**Sponsor**” or “**Citadel**”).

You are prohibited from submitting any confidential information in this Competition or any original content that you wish to keep confidential.

BY PARTICIPATING IN THE COMPETITION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE TAKING ANY ACTION TO PARTICIPATE. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A CLASS ACTION WAIVER, INDEMNITIES TO COMPETITION ENTITIES FROM YOU, A LIMITATION OF YOUR RIGHTS AND REMEDIES, AND ARBITRATION OF DISPUTES WHERE PERMITTED BY LAW.

SUMMARY

The Competition invites teams comprised of eligible participants to submit pitches recommending a long or short position in one of the eight (8) permitted U.S.-listed equity securities identified below, with a three (3) to twelve (12) month investment horizon. Submissions will be evaluated by judges, who will select up to eight (8) finalist Teams to present pitches in person at Citadel's offices in New York City on October 23, 2026. Citadel will sponsor travel and two (2) nights of lodging for Team Members of selected finalist Teams, as described below. Presentations will be judged by Citadel judges.

ELIGIBILITY

Students must participate in the Competition in teams having between two (2) and four (4) individual students (hereinafter, each individual Competition participant is referred to as a “**Team Member**”, and each team of two (2) to four (4) participants is collectively referred to as a “**Team**”). Limit one (1) Team per Team Member. Each Team Member must be at least eighteen (18) years of age (or the age of majority in their jurisdiction of residence, whichever is greater) as of September 18, 2026. In addition, all Team Members within a Team must be (a) enrolled as an undergraduate student in good standing at an accredited university located in one (1) of the fifty (50) United States, the District of Columbia, a United States territory, or Canada and (b) expected to graduate with an undergraduate degree between December 2026 and May 2029.

Employees and agents of Citadel and its parents, subsidiaries, divisions, affiliates, suppliers, distributors, and advertising and promotional agencies, Competition judges, members of the Harvard Financial Analysts Club (HFAC) participating in the administration and judging of the Competition, each of their immediate family members (spouses, parents, children, and siblings and their spouses), and household members of each (whether related or not), are not eligible to participate. Sponsor and Citadel reserve the right to contact the Harvard Financial Analysts Club, a Team Member's university, or the applicable student group for verification purposes and administration of the Competition. As a condition of participation, each Team Member agrees to provide Sponsor with any and all requested documentation or other proof of eligibility within the timeframe specified by Sponsor.

COMPETITION DATES

The Competition consists of an interest form stage that closes at 11:59:59 pm ET on September 18, 2026 (the “**Interest Form Deadline**”), a First Round with a submission deadline of 11:59:59 pm ET on October 2, 2026 (“**First Round Submission Deadline**”), and a Finalist Round with a submission deadline of 11:59:59 pm ET on October 21, 2026 (“**Finalist Round Submission Deadline**”). Finalist Teams will be notified on or around October 12, 2026 and will be required to attend the Competition finals in person at Citadel's offices in New York City from October 22, 2026 through October 24, 2026, with finalist presentations occurring on October 23, 2026. Attendance in person on all scheduled days is a condition of participation in the Finalist Round.

INTEREST FORM AND FIRST ROUND

Each Team must first submit an interest form on Citadel's website [here](#) before the Interest Form Deadline. One (1) interest form per Team is sufficient. Teams that submit an interest form and that appear to meet the eligibility

requirements will receive instructions from Sponsor for submitting their pitch. Submission of an interest form does not guarantee eligibility, entry, or selection. Teams can then enter the Competition by completing all of the following steps prior to the First Round Submission Deadline and in compliance with these Official Rules:

1. Select one (1) of the following U.S.-listed equity securities and determine a position (long or short) with a three (3) to twelve (12) month time horizon: ABNB, ADBE, CPRT, GEV, NCLH, NKE, SBUX, or SPOT. Submissions analyzing any other security will be disqualified.
2. Prepare a submission that includes an investment memorandum in PDF format that is no more than two (2) pages in total, including any appendix, as well as an Excel valuation model that together clearly analyze your security and explain your position using the guidelines set forth below (collectively, the “**Submission**”).
3. Submit the Team’s Submission, including both the investment memorandum and the Excel valuation model, along with first and last name, school email address, and school year for each Team Member.. Each Team Member must also submit a current resume with their Submission, and a Team may be disqualified if resumes are not submitted for all Team Members. Submissions (including all revisions to Submissions and accompanying material submitted throughout Competition participation) should include, at minimum:
 1. Have a clear summary of the investment thesis along with the Team’s recommendation and any key drivers, investment opportunities, and risks. Present the return profile of the investment.
 2. Find and present compelling tangible evidence for the Team’s investment thesis. This should be technical rather than purely subjective. Support for the thesis should involve a predictive component in addition to historical analysis.
 3. Include an industry overview and competitive analysis, to the extent that it is relevant to the investment thesis.
 4. Analyze key competitive strengths and weaknesses, such as business quality, quality of the management team, etc.
 5. Discuss key opportunities and risks; consider factors that could drive significant upside or downside.
 6. Present and justify model assumptions; present and discuss the Team’s valuation process.
 7. Excel model should be clearly formatted and easily understandable

Submissions (including all revisions to Submissions and accompanying material submitted throughout Competition participation) must meet all of the following requirements to be eligible for the Competition:

1. Submissions must be wholly original work created for the purpose of this Competition and cannot be based upon work performed while working or interning for any employer.
2. Submissions must be based exclusively on public information and contain no material non-public information (“**MNPI**”). Information is “material” if it would be important to a reasonable investor in making an investment decision. “Non-public” information is information that: (a) has not previously been broadly disseminated to the general public; and (b) is not otherwise available to the general public.
3. Submissions may not include or reflect any confidential information from any entity or organization.
4. All data sources must be appropriately cited.
5. Submissions must NOT infringe, misappropriate, or violate any rights of any third party including, without limitation, patent, copyright, including moral rights, trademark, trade secret, or right of privacy or publicity.
6. Submission must NOT include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious, to any individual, any Competition Entity, or any third party.
7. Submission must NOT contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.
8. Submission must be suitable for presentation in a public forum.
9. Submission must NOT suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor’s or any other products or services.
10. While Teams may use artificial intelligence tools for initial research in the preparation of Submission (provided such use is clearly disclosed to Sponsor), Submissions must not be generated in whole or in part

by any generative artificial intelligence tool, including without limitation tools and models such as ChatGPT, OpenAI models, GitHub Copilot, and Vertex AI. Basic word processing features such as grammar check are permitted, but generative AI features such as Copilot in Word may not be used to develop a Submission.

Teams must have the right to submit and use Submissions in connection with the Competition at all times during Competition participation. Each Team Member agrees that any Competition Entity's display and use of the Submission will not violate any agreement to which the Team Member is a signatory or party. Each Team Member represents and warrants that they have all of the rights necessary to submit their Submission in connection with this Competition and have all of the rights they purport to, agree to, and do convey through these Official Rules. **Each Team Member agrees to indemnify the Competition Entities against any and all claims from any third party regarding the use or reuse by any Competition Entity of the Submission or the concepts, ideas, or materials incorporated in the Submission.** Failure to meet any of the foregoing requirements may result in the Team's disqualification from the Competition. Limit one (1) Submission per Team.

FINALIST SELECTION

All Submissions submitted in accordance with these Official Rules and by the First Round Submission Deadline will be evaluated by judges from the Harvard Financial Analysts Club and/or Citadel based upon criteria that evaluate quality and viability of thesis, model and these alignment, and logic of model assumptions ("**Judging Criteria**"):

Up to eight (8) Submissions receiving the highest total scores will be selected as finalists, subject to verification. In the event of a tie in the selection of a finalist Team, the Team whose Submission has the overall highest quality and viability will be a finalist, subject to verification. Finalist Teams will be notified on or around October 12, 2026. Finalists will be required to complete, sign and submit a Citadel Fall 2026 Pitch Competition Participant Certification, Release of Liability and Publicity waiver before the Finalist Round and accordance with Sponsor's timing or the Team will be disqualified.

Finalist Teams must submit their Revised Submissions in accordance with Sponsor's instructions no later than 11:59:59 pm ET on October 21, 2026. Each Revised Submission must consist of a revised investment memorandum of no more than two (2) pages (including any appendix), an updated Excel valuation model, and a slide deck containing no more than ten (10) minutes of presentation content. Revised Submissions must comply with all requirements applicable to First Round Submissions as set forth above or the Team may be disqualified.

FINALIST ROUND

The Finalist Round will occur in person at Citadel's offices in New York City on October 23, 2026 with each finalist Team presenting their pitch for a ten (10) minute period, followed by a ten (10) minute question and answer session with Citadel judges, in accordance with Sponsor and Citadel's instructions. The Finalist Round consists of a preliminary presentation round in which all finalist Teams present, followed by a final presentation round in which the four (4) highest-scoring Teams (based upon preliminary presentation judging using Judging Criteria) present again. Finalist Teams will be advised of their exact presentation time in advance of the Finalist Round. Finalist Teams may not view any other Team's Finalist Round presentation before they have made their own Finalist Round presentation. Each finalist Team's pitch will be evaluated in accordance with the Judging Criteria.

Each Team Member on a finalist Team will receive Travel Benefits as described below, with an ARV of approximately **\$2,000** per Team Member.

Winners are responsible for any taxes due on Competition benefits received (including travel and lodging) and may be required to complete tax paperwork, as required by Sponsor or Citadel, in order to receive travel benefits and may be issued an IRS form for the value of the benefits.

TRAVEL AND LODGING FOR FINALIST TEAMS

Each Team Member on a finalist Team will receive roundtrip economy-class airfare from an airport near the Team Member's residence in the fifty (50) United States, the District of Columbia, a United States territory, or Canada to New York City, ground transportation to and from the arrival airport, single occupancy hotel accommodations for two (2) nights, and select meals during the Competition finals (collectively, "Travel Benefits"). Finalist Team Members will also receive a stipend to help offset any tax obligations arising out of receipt of the Travel Benefit, but Citadel makes no representation that any stipend amount will fully cover tax obligations. Stipend amount, payment timing and fulfillment will be determined in Citadel's sole discretion. Travel must be booked through Citadel's designated travel agency. Where a Team Member resides within close proximity to New York City (as determined by Sponsor in its sole discretion), Sponsor may substitute ground transportation for airfare, may decline to provide hotel accommodations, and no difference in value will be paid to the Team Member. Sponsor will not cover any other costs, including additional meals, additional ground transportation, parking, baggage fees, passport or visa fees, merchandise, souvenirs, telephone calls, tips, gratuities, or service charges. All Travel Benefit details not specified in these Official Rules will be determined in Sponsor's sole discretion.

It is each Team Member's sole responsibility to comply with all travel requirements, which may include, without limitation, presenting a valid passport, visa, and/or other necessary identification (including photograph) at the time of travel. Team Members are solely responsible for obtaining travel insurance and any other insurance they wish to carry, and each Team Member acknowledges that the Competition Entities have not obtained and will not obtain or provide travel insurance or any other insurance for Team Members. Lost, stolen, or damaged tickets, travel vouchers, or certificates will not be replaced or exchanged. Failure of any Team Member to attend the Competition finals in person for any reason does not entitle the Team or Team Member to any substitute benefit, and Sponsor may disqualify the Team or permit the Team to compete with fewer Team Members, in Sponsor's sole discretion.

As a condition of participation, each Team Member agrees to conduct themselves in accordance with all applicable laws and generally accepted social practices in connection with any Competition-related activity, including travel, networking events, and time at Citadel's offices. Each Team Member understands and agrees that Sponsor has the right, in its sole discretion, to remove a Team Member or Team at any time from any Competition event or from the Competition entirely if the Team Member's behavior is uncooperative or disruptive or may or does cause damage to person, property, or the reputation of Sponsor or Citadel, in which case the Team Member remains solely responsible for all taxes and other expenses related to any benefits already received.

PARTICIPANT NOTIFICATION & VERIFICATION

Potentially winning Teams will be notified at the end of the Finalist Round. If any Competition-related communication is rejected, faulty, or returned as undeliverable, if a potential finalist Team or potentially winning Team does not respond or only partially responds according to the notification's or Sponsor's instructions, if a winning Team or Team Member cannot attend or participate in any portion of the Competition, if any finalist or winning Team Member or potentially winning Team Member fails to comply with these Official Rules, or if a potentially winning Team Member cannot be reached after a reasonable attempt has been made by Sponsor (as determined by Sponsor in its sole discretion), the entire finalist or winning Team or potentially winning Team may be disqualified (regardless of whether it has been announced anywhere) and an alternate finalist or winning Team or potentially winning Team, as applicable, may be selected in accordance with these Official Rules, in Sponsor's sole discretion.

CONDITIONS

- In the event that the Competition Entities believe that any portion of the Competition contains, has contained, or may contain a defect, error, loophole, security breach, or any other issue that could affect the integrity or fairness of the Competition, Sponsor may terminate the Competition entirely and declare it null and void, or terminate only that portion of the Competition and base all Competition results solely on the unaffected portion of the Competition, if any.
- Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, or terminate the Competition, in whole or in part, and to modify these Official Rules, if Sponsor determines that the Competition is not capable of

running as planned or that its administration, security, fairness, integrity, or proper conduct is corrupted or impaired by any cause beyond Sponsor's reasonable control.

- By participating in this Competition (except where prohibited by law), you grant the Competition Entities the irrevocable, perpetual, and sublicensable right and permission to use your name, educational affiliation, and any other indicia of persona (regardless of whether modified or edited in the Competition Entities' sole discretion), as well as your Submission for any lawful purpose, including, without limitation, advertising, trade, publicity, and promotional purposes without further obligation or compensation of any kind to you anywhere, in any medium, without notice, except where prohibited by law. **Nothing contained in these Official Rules obligates the Competition Entities to make use of any of the rights granted in this section. You waive any right to approve any use of any of the rights granted in this section.**

- Submissions and any other information Team Members submit in this Competition will be used by Sponsor for competition administration and for future communications regarding Sponsor activities and will be shared with Citadel and its affiliates for use in accordance with Citadel's Privacy Policy at <https://www.citadel.com/privacy/> and for recruiting purposes. Each Team Member acknowledges and agrees that Submissions and related information will be shared with the Harvard Financial Analysts Club and its members for purposes of Competition administration and First Round evaluation, and that information for Team Members on finalist Teams will be shared with Citadel's travel agency and other vendors as necessary to arrange travel, lodging, and event logistics.

- By participating, you acknowledge and agree that the relationship between you and Citadel or its affiliates is not a confidential, fiduciary, or other special relationship, and that your decision to participate in the Competition does not place Citadel or its affiliates in a position that is any different from the position held by members of the general public with regard to your participation, other than as set forth explicitly in these Official Rules.

- By participating, you understand and agree that the Competition Entities and the Competition itself do not recommend any security, financial product or instrument, nor does any mention of a particular security in judging feedback constitute a recommendation to buy, sell, or hold that or any other security, financial product or investment. You understand and agree that neither the Competition nor the Competition Entities, including judges, offer or provide any tax or legal advice, or investment advice or opinion regarding the nature, potential, value, suitability or profitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. You understand and agree that any investment decisions you make are based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, financial condition, and liquidity needs.

- Competition Entities will not have any responsibility or liability for any dispute regarding any Team, including the identity of any Team Member or the composition or members of a Team. In the event that any dispute regarding a Submission or Team cannot be resolved to Sponsor's satisfaction, the Team may be disqualified.

- Sponsor reserves the right to disqualify any Team or Team Member that tampers with or attempts to tamper with the operation of the Competition, violates the Official Rules, acts in an unsportsmanlike or disruptive manner, or acts with intent to annoy, abuse, threaten, or harass any other person, the Competition or the Competition Entities.

INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE

In addition to the other limitations of liability expressed elsewhere in these Official Rules, Citadel and its parent, subsidiaries, affiliated companies, and promotion agencies, and each of their respective officers, directors, shareholders, members, employees, agents, assigns, branding partners, judges, HFAC and all others associated with the development and execution of this Competition (collectively, with Sponsor, the "**Competition Entities**") are not responsible for any kind of technical or other malfunction or any human error, which may occur in the processing of participation in the Competition. Competition Entities are not in any way responsible or liable for any third party platforms Teams may use for Competition participation. The Competition Entities are not responsible for any acts or omissions whatsoever by air carriers, hotels, transportation companies, or any other persons providing any travel-related services, and are not liable for any missed events, opportunities, or expenses incurred because of flight cancellation or delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other event except at the sole and absolute discretion of Sponsor. Without limiting any other provision in these Official Rules, Competition Entities are not responsible or liable to any participant or winner (or any person claiming through such participant or winner) for failure to supply a benefit or any part thereof in the event that any of the Competition activities or Competition Entities' operations or activities

are affected by any cause or event beyond the sole and reasonable control of the applicable Competition Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, pandemic, epidemic, fire, explosion, earthquake, flood, severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above. BY PARTICIPATING IN THE COMPETITION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE COMPETITION ENTITIES FROM ANY CLAIMS OR LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE COMPETITION OR THE ACCEPTANCE, POSSESSION, USE, MISUSE, DELIVERY, OR AWARDING OF THE PRIZE, OR WHILE PREPARING FOR, PARTICIPATING IN, OR TRAVELING TO OR FROM ANY PRIZE- OR COMPETITION-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO OR OF PERSON OR PROPERTY, FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY OR NEGLIGENCE.

DISPUTES/ARBITRATION/GOVERNING LAW

Except to the extent prohibited by applicable law, Competition applicants and participants agree to the following dispute resolution and arbitration provisions:

PLEASE READ THIS ENTIRE SECTION CAREFULLY, AS YOU ARE WAIVING CERTAIN LEGAL RIGHTS IN THE EVENT OF ANY DISPUTE WITH US AND ARE AGREEING TO BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Informal Resolution Process: Before either you or Citadel may file a claim against the other party, both you and Citadel agree to try to participate in good faith informal efforts to resolve disputes before commencing arbitration (“Informal Dispute Resolution”). You and Citadel agree that as part of these efforts, either party has the option to ask the other to meet and confer telephonically (an “Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you must also personally participate. To initiate the Informal Dispute Resolution process, a party must give notice in writing to the other party (“Notice”). The Notice must include: (1) your name, telephone number, mailing address, and email address associated with your account (if you have one); (2) the name, telephone number, mailing address and email address of your counsel, if any; and (3) a description of your Dispute. We will send Notice and a description of the Dispute to your mailing address or email address on file.

The Informal Dispute Resolution process lasts 45 days and is a mandatory precondition to commencing arbitration. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. The statute of limitations shall be tolled while the parties engage in Informal Dispute Resolution.

Binding Arbitration: If the Dispute has not been resolved after the 45-day Informal Dispute Resolution process, we each agree to resolve any Dispute, including the determination of the scope or applicability of the Terms of Use to arbitrate, or the alleged breach thereof, by binding arbitration in the State of Florida before an arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and in accordance with the Expedited Procedures in those Rules. Those rules are available at <https://www.jamsadr.com/>. Judgment on the award may be entered in any court having jurisdiction. Any arbitration under the Terms of Use will take place on an individual basis — class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms of Use, we are each waiving the right to trial by jury or to participate in a class action or class arbitration.

Exceptions: Notwithstanding the foregoing, we agree that the following types of disputes will be resolved in a court of proper jurisdiction:

- a. disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;

- b. disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or
- c. intellectual property disputes.

Costs of Arbitration and Fees: Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, Citadel will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse Citadel for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by Citadel before the arbitrator was appointed, Citadel will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

CLASS ACTION WAIVER: You and Citadel agree that under no circumstances, whether in arbitration or otherwise, may you bring any claim against Citadel, or allow any claim that you may have against Citadel to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Citadel. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and Citadel agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

Enforceability: If the above class action waiver is found unenforceable, or the arbitration provisions are found unenforceable or inapplicable to a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in Miami Dade County, Florida, U.S.A. You hereby accept the exclusive jurisdiction of such court for this purpose.