

## SPONSORSHIP TERMS AND CONDITIONS

These Sponsorship Terms and Conditions govern your sponsorship arrangement with Life Time, Inc. “We”, “our”, and “Life Time” mean Life Time, Inc. and our affiliates; “you” and “your” mean the Sponsor identified in the Sponsorship Agreement (the “Agreement”). The Agreement identifies the sponsorship benefits, the quantities, charges, and other details of your order. The Agreement also refers to documents which may apply to the products or professional services you selected. The Agreement, any applicable referenced documents and these Sponsorship Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the Agreement are different from these Sponsorship Terms and Conditions, the Agreement will have priority. Other terms and conditions you incorporate into a purchase order or similar document do not apply.

1. **Termination.** Neither a termination notice nor a termination will waive any of the terminating Party’s rights or remedies.
  - a. Either Party may end this Agreement with immediate effect upon written notice to the other Party, if the other Party becomes bankrupt, makes an arrangement or assignment in favor of a creditor, goes into liquidation or administration, has a receiver or manager appointed to manage its business, or any analogous event occurs.
  - b. Either Party may end this Agreement immediately upon written notice to the other Party if: (i) a Party commits a material breach of this Agreement which is capable of remedy and is not remedied within thirty (30) days of written notice from the first Party; or (ii) A Party commits a material breach of this Agreement which is not capable of remedy.
  - c. Life Time may terminate this Agreement with immediate effect in the event Sponsor or any of its agents, employees, or representatives violate any applicable club policy or code of conduct during sponsorship activation. In the event of such breach, or upon an uncured or incurable material breach by Sponsor, any and all Sponsorship Fees remaining under the Sponsorship Agreement shall become immediately due and payable by Sponsor to Life Time.
  - d. Life Time may terminate this agreement in the event such marketing and advertisement benefits are no longer permitted according to updated club policy or company executive directive.
2. **Notices.** All notices and correspondence under this Agreement will be delivered using a method providing for proof of delivery and sent to the address listed above, or such other address if designated in writing.
3. **License Grant and Use of Sponsor Marks.** Sponsor grants to Life Time a revocable, non-exclusive, royalty-free license to use Sponsor’s designated marks including but not limited to its trademarks, trade names, slogan, logo or other identification (“**Sponsor Marks**”) in association with the Sponsor benefits and / or entitlements provided herein. Life Time agrees that it has no further right, title, or interest in or to any Sponsor Marks except the right to use the same in accordance with terms and conditions of the Agreement. Life Time further agrees that any such Sponsor Marks remain the sole property of Sponsor. Sponsor shall provide Life Time with a copy, or copies, of Sponsor’s approved Marks for Life Time’s use in the provision of Sponsor benefits and/or entitlements herein. Life Time shall not be required to seek approval for any use of Sponsor’s approved Marks.
4. **License Grant and Use of Life Time Marks.** During the term of the Agreement, Life Time grants to Sponsor, a revocable, non-exclusive, non-transferable, non-sub licensable, royalty free license to use Life Time’s designated trademark(s), trade name, slogan, logo or other identification (“**Life Time Marks**”) to promote Sponsor’s participation in the Events. Sponsor will not use any Life Time Marks without Life Time’s prior written consent and approval. Sponsor acknowledges that it has no proprietary rights in any Life Time Marks and all Life Time Marks remain the sole property of Life Time. Sponsor will abide by all Life Time Mark usage guidelines.
5. **Advertising Terms and Conditions.**
  - a. Life Time may charge Sponsor additional fees to convert or format advertising collateral that does not meet the advertising specifications found in Life Time’s Media Kit. Sponsor is responsible for any shipping expenses and other transportation costs associated with advertising collateral outside of normal production and delivery, including shipping of any samples or activation materials.

- b. Life Time is solely responsible for the production, preparation, and delivery of all advertising collateral. Sponsor must submit a sample of all collateral to Life Time prior to publication or in-center display. Life Time may reject, in its reasonable discretion, any advertisement if deemed improper or non-compliant. Life Time may also insert the word "Advertisement" on any collateral which Life Time determines to be reasonably necessary under consumer protection law.
  - c. Any advertising collateral produced by Life Time is the sole property of Life Time and will not be reproduced by Sponsor for any reason without the prior written consent of Life Time.
  - d. Sponsor agrees to meet all Media Kit timelines or closing dates for advertising collateral. If missed, Life Time may continue using previous collateral.
  - e. Life Time posts, removes, or replaces advertising collateral between the first (1<sup>st</sup>) and third (3<sup>rd</sup>) of each month. Life Time is not obligated to post, remove, or replace advertising collateral at any other time of the month, including if Sponsor misses any creative deadlines agreed to between the parties.
6. **Payment Terms.** Life Time will charge Sponsor a service fee of one and one half percent (1.5%) of the outstanding balance per month on all overdue accounts until such account is paid in full. Life Time reserves the right to terminate any part of this Agreement if Sponsor's account is past due. All financial calculations herein, including payments, refunds, financial statements and other financial information to be provided, and all books, records, and system of accounting kept in connection with the provisions of this Agreement, shall be in accordance with generally accepted accounting principles.
  7. **Sponsor Obligations, Restrictions, and Deadlines.** All Sponsor's benefits and entitlements under this Agreement may be subject to reasonable and necessary deadlines or restrictions ("**Deadlines**"). Life Time will use best efforts to communicate the Deadlines in advance to Sponsor. In the event Sponsor delays, hinders, or fails to meet a Deadline or activate a Sponsor entitlement during the Term of this Agreement, Life Time's obligation to provide that entitlement will be waived and shall not be a breach of contract on the part of Life Time, and Sponsor will not be entitled to a refund for the loss of such entitlement. Life Time, in its sole discretion, may choose to offer Sponsor a Make Good (defined below) for entitlements Sponsor loses due to its failure to meet Deadlines.
  8. **Event Name Change.** In the event that Life Time, in its sole discretion, chooses to update, modify, or rename any of its athletic Event(s) included in this Agreement prior to the end of the Term, Life Time shall provide notice of the updated Event name to Sponsor within thirty (30) days of such modification. Further, the Parties acknowledge and agree that such modification shall (i) be automatically incorporated into the Agreement upon Sponsor's receipt of the Event name change notice, (ii) not be considered a material change under this Agreement requiring a formal amendment between the Parties, and (iii) not have any effect upon any of Sponsor's entitlements for the affected Event.
  9. **Product-In-Kind.** If Sponsor is providing Product-in-Kind, Life Time may, in its sole and absolute discretion, invoice Sponsor for the product-in-kind value if Sponsor fails to provide product-in-kind conforming to the mutually agreed upon terms by the deadline.
  10. **Make Good.** In the event that Sponsor is granted a marketing benefit or activation that is no longer available due to reasons, including but not limited to a Life Time club location closure, event cancellation, changes in corporate policies, Sponsor will be offered an opportunity of similar value (a "**Make Good**") or a pro-rated refund or credit for services paid for by Sponsor but not yet rendered or performed by Life Time at the time of the Life Time club closure. Sponsor may decide to accept the Make Good or take the pro-rated refund or credit in its sole discretion. In the event of a make-good, Life Time and Sponsor will execute an Addendum to this Agreement; the All terms and conditions of this Agreement shall apply to any future addendums.
  11. **CBD Items.** Sponsor may not sample, sell, or otherwise make available products containing cannabidiol or "**CBD**", a compound typically derived from the cannabis plant. For purposes of this Agreement, the term CBD shall include any and all cannabinoids derived from any source whatsoever, including terpenes.
  12. **Life Time Memberships.** All Life Time Memberships are conditioned upon the membership recipient signing

and agreeing to Life Time's General Terms Agreement (GTA), Member Usage Agreement (MUA), and Digital Membership Terms, where applicable. In addition, as a condition of membership, the membership recipient agrees to keep on file with Life Time a valid payment card, whether credit or debit, to use as their payment method for other Life Time amenities and/or services not included in this Agreement.

13. **Insurance.** Sponsor agrees to maintain commercially reasonable insurance coverage, including at least comprehensive general liability and advertising injury coverage with limits of two million dollars (\$2,000,000) in the aggregate. If Sponsor is providing a product, Sponsor must also maintain product recall coverage in commercially reasonable amounts. Sponsor agrees to name "Life Time, Inc. and its subsidiaries" as additional insureds, indicate the inclusion of advertising injury coverage, and provide proof of insurance upon Life Time's request. Life Time agrees to maintain commercially reasonable insurance coverage, including at least comprehensive general liability with limits of two million dollars (\$2,000,000) in the aggregate. Life Time will provide Sponsor with proof of insurance upon Sponsor's written request.
14. **Suspension.** If any undisputed payment due is not paid within ten (10) business days of its due date, or Sponsor fails to perform any other obligation under the Agreement, Life Time may suspend its performance immediately, without cost or penalty, and without refund until Sponsor corrects the failure. No suspension will extend the term in the Agreement, or be grounds for termination, unless the suspension lasts more than thirty (30) days. Life Time may also claim direct damages for this breach of contract.
15. **Representations and Warranties.** Sponsor represents and warrants that it has the proper rights to all advertising collateral submitted to Life Time. Sponsor agrees to comply with all applicable laws and regulations during the Agreement. Sponsor also expressly assumes complete responsibility and liability for all advertising collateral submitted, printed, displayed, broadcasted, or otherwise published in connection with the Agreement. Sponsor agrees to indemnify, defend, and hold harmless Life Time, its officers, directors, agents, and employees from any and all claims, liability, loss, damage, expense, or costs (including reasonable attorneys' fees) incurred from: (a) claims of trademark, trade name, patent, copyright, proprietary right, right of privacy or false or misleading advertising violations resulting from Sponsor's advertising collateral, (b) any of Life Time's actions taken on behalf of or for the benefit of Sponsor in connection with the Agreement, whether caused in whole or in part by the sole, joint, or concurrent negligence of Life Time, and (c) any act or omission of Sponsor under the Agreement.
16. **Indemnification.** Sponsor agrees to indemnify, defend, and hold harmless Life Time, inc. and its subsidiaries and affiliates, including without limitation LTF Triathlon Series, LLC., and their officers, directors, agents, and employees and representatives from any and all claims, liability, loss, damage, expense, or costs (including reasonable attorneys' fees) incurred from: (a) claims of trademark, trade name, patent, copyright, proprietary right, right of privacy or false or misleading advertising violations resulting from Sponsor's advertising collateral or Life Time's use of Sponsor's Marks, (b) any of Life Time's authorized actions taken on behalf of or for the benefit of Sponsor in connection with the Agreement, (c) any act or omission of Sponsor under the Agreement, including Sponsor's negligence and/ or willful misconduct, and (d) any sweepstake(s), giveaway(s) or contests produced or hosted in whole or in part by Sponsor in connection with this Agreement.
17. **LIABILITY PRINCIPLES.**
  - a. **LIMITATION OF LIABILITY.** IN NO EVENT WILL LIFE TIME, INC. ITS SUBSIDIARIES OR AFFILIATES, INCLUDING WITHOUT LIMITATION LTF TRIATHLON SERIES, LLC, BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - b. **MAXIMUM LIABILITY.** IN NO EVENT WILL LIFE TIME'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE SPONSORSHIP FEE PAID TO LIFE TIME (I) DURING THE PRIOR TWELVE (12) MONTHS UNDER THE AGREEMENT, OR (II) IF THE TERM IS LESS THAN ONE (1) YEAR, THE AVERAGE AMOUNT OF FEES PAID PER MONTH MULTIPLIED BY TWELVE (12). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

18. **Assignment.** Sponsor will not assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of Life Time.
19. **Confidentiality.** Except as required by applicable laws and regulations, all Parties will treat the terms of the Agreement and its subject matter as confidential and will not disclose the terms. All press releases and other public announcements relating to the transaction issued by either Party shall be subject to prior approval by the other Party. Notwithstanding any provision of the Agreement to the contrary, each Party may disclose the Agreement, the benefits, and related matters to its directors, officers, employees, financing sources, representatives and advisors who need to know for the Party to perform the duties and obligations contained herein.
20. **Collection Costs.** In case of failure to faithfully perform the terms and covenants herein, the defaulting Party will pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of the Agreement or any right arising out of such breach.
21. **Independent Contractors.** Life Time's relationship with Sponsor is that of an independent contractor, and nothing contained in the Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Sponsor and Life Time. Neither Party has the authority to act for or to bind the other Party in any way, or to represent that it is responsible for the acts, debts, liabilities, or omissions of the other Party.
22. **Conflicts of Interest.** Life Time has a policy prohibiting conflicts of interest, except under guidelines approved by the Life Time's Board of Directors. A "Conflict of Interest" exists when a person's private interest interferes in any way with the interests of Life Time. It is Life Time's policy that (i) employees should avoid any direct or indirect business connection with the customers, suppliers, and competitors, except on behalf of Life Time; (ii) Life Time employees are not allowed to work simultaneously for a competitor, customer, or supplier of Life Time; and (iii) Life Time employees should not receive improper personal benefits (directly or indirectly, such as through a family member) as a result of the employee's position with Life Time. Sponsor is not aware of any relationship or arrangement that violates Life Time's policy and agrees that it will not knowingly take any action that would result in such a violation.
23. **Governing Law and Arbitration**
- a. **THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF MINNESOTA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. ANY DISPUTE OR CLAIM, INCLUDING A DEMAND OR ASSERTION BY ONE OF THE PARTIES SEEKING ANY FORM OF RELIEF SUCH AS ADJUSTMENT OR INTERPRETATION OF THE TERMS OF THIS AGREEMENT (HEREAFTER, "DISPUTE") ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION, RATHER THAN IN COURT.** The Federal Arbitration Act and federal arbitration law apply to this Agreement.
  - b. The Parties agree that the American Arbitration Association ("AAA") Commercial Arbitration Rules in effect at the time of the Dispute shall govern the arbitration. The agreement to have the AAA Rules govern the arbitration does not obligate the Parties to use the AAA to administer the arbitration. The arbitration may be administered by the arbitrator(s), the AAA, or another dispute resolution service mutually agreeable to the Parties. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.
  - c. The Parties will attempt to agree upon a mutually acceptable arbitrator. If the Parties cannot agree on an arbitrator within five (5) business days after delivery of the demand for arbitration, then the Parties will each select an arbitrator (who has no professional conflicts of interest or material financial, business, or personal interest with the Parties or their affiliates) to serve as an arbitrator in the dispute, and those two arbitrators will mutually select a third person who will serve as the sole arbitrator. If the AAA rules require a panel of three arbitrators due to the size of the dispute, then the two Party-selected arbitrators plus the third arbitrator will serve as the required panel of three arbitrators.
  - d. The venue for any arbitration shall be in Hennepin or Carver County, Minnesota. The Parties will attempt to agree on the precise location for any such mediation or arbitration and, if they cannot agree, the Parties

agree that the arbitrator(s) may select the precise location so long as it is in Hennepin or Carver County, Minnesota.

- e. The arbitrator(s) shall award to the prevailing Party, if any, as determined by the arbitrator(s), all of the prevailing Party's costs and fees, including all reasonable pre-award expenses of the arbitration and including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.
- f. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, except to those persons who need to know for the Party to perform the duties and obligations imposed by the arbitration result.

24. **Data Processing.** Sponsor will comply with all applicable federal, state, and local laws and regulations regarding the processing, protection, notification, and security of the data. In the event that a data breach occurs that relates to the goods or services Life Time is utilizing, Sponsor will notify Life Time within three (3) days of such breach.
25. **Force Majeure.** If, during the course of this Agreement, a sponsorship event, sponsorship entitlement, marketing benefit or activation, in-club media/experiential marketing, or any portion thereof, are cancelled, disrupted, closed, delayed, or omitted because of war, an Act of God, public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other reason beyond the reasonable control of Life Time, these cancellations or delays do not constitute a breach of the Agreement. If cancelled, Life Time, in its absolute and sole discretion, may, as applicable, (i) reschedule the Event the sponsorship event or sponsorship entitlement was related to, (ii) refund any applicable cash portion of the Sponsorship Fee, less the value of all Sponsor Benefits provided prior to cancellation of the Event, (iii) provide a Make Good to Sponsor for marketing benefits, activations, or in-club media/experiential marketing, or (iv) provide a pro-rated refund or credit for marketing benefits, activations, or in-club media/experiential marketing paid for by Sponsor but not yet rendered or performed by Life Time at the time of the disruption.
26. **Authority.** Life Time and Sponsor each individually represent and warrant that it has full power and authority to enter into the Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.
27. **Amendments.** Any waivers, amendments, or modifications to the Agreement must be agreed upon in writing by both Parties.
28. **Captions and Headings.** The captions and section headings used in the Agreement are for convenience of reference only and will not affect the construction or interpretation of the Agreement.
29. **Successors and Assigns.** The Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
30. **Survival.** The obligations set forth in Paragraphs 16 (Indemnification), 17 (Limitation of Liability), 21 (Independent Contractors), 22 (Conflicts of Interest), 23 (Governing Law and Arbitration) and 25 (Force Majeure) will survive for a period of one (1) year following the termination of the Agreement.
31. **No Waiver.** The failure of either Party to insist upon the strict performance of any provision of the Agreement or to exercise any election will not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any Party shall have been deemed to have been made unless expressed in writing by such Party.
32. **Severability.** If any provision of the Agreement is found to be invalid, illegal or unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement for each Party remain valid, legal and enforceable.
33. **Entire Agreement.** This Agreement, any applicable referenced documents, constitutes the entire agreement between the Parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

34. **Electronic Signatures.** Any electronic signature of a Party, whether encrypted or signed, scanned, and uploaded, is considered valid and effectively binds the Party to the Agreement. An electronically signed document, including the Agreement, will be deemed (i) “written” or “in writing”, (ii) signed, and (iii) constitutes a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.
35. **Counterparts.** The Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument. An electronic signature or a facsimile or scan of any original signature transmitted by one Party to the other Party is effective as if the original was sent to the other Party.
36. **Updates.** Life Time may update or modify these Sponsorship Terms and Conditions at any time. If changed, Life Time will post the revised Terms to <http://www.lifetime.life/media.html> with a “Last Updated” at the top of the Terms and Conditions. All changes are effective immediately. Any continued use of the Services following the effectiveness of any changes constitutes acceptance of such changes.