

SPONSORSHIP TERMS AND CONDITIONS



Last Updated: February 2, 2020.

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. **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 Events as further set forth in the Agreement. 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 will provide to Life Time the artwork of the Sponsor Marks necessary for use at the Events.
2. **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-sublicensable, 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.
3. **Logo Rights and Usage.** Life Time’s use of Sponsor’s logo pursuant to this Agreement shall be subject to mutual approval by the Parties. Sponsor’s approval is required for Life Time’s use of Sponsor’s logo. Sponsor must review and provide feedback to Life Time within two (2) days of requested use. If Sponsor grants approval on initial marketing collateral, Life Time does not need subsequent approval of the same use. If Sponsor does not grant approval, and a solution cannot be mutually agreed upon in good faith and in a prompt manner, Life Time shall remove Sponsor’s logo from the applicable benefit. In such event, Life Time will in good faith discuss with Sponsor the provision of substitute benefits to Sponsor to account for such loss in value.
4. **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 (1st) and third (3rd) or fifteenth (15th) and seventeenth (17th) 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.

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5. **Termination.** Neither a termination notice nor a termination will waive any of the terminating Party's rights or remedies. Either Party may end the 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. Either Party may end the Agreement immediately upon written notice to the other Party if: (i) a Party commits a material breach of the 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 the Agreement which is not capable of remedy. 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.
6. **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.
7. **Sponsor Obligations.** If Sponsor delays, hinders, or fails to activate Sponsor entitlements, or fails to comply with Sponsor responsibilities outlined in the Agreement, Sponsor will not receive a refund in the event Life Time is unable to deliver any entitlements as per the Agreement.
8. **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.
9. **Representations, Warranties and Indemnification.** 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.
10. **LIABILITY PRINCIPLES.**
 - a. ***LIMITATION OF LIABILITY. IN NO EVENT WILL LIFE TIME 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. SPONSOR ACKNOWLEDGES AND AGREES THAT THE ABOVE LIMITATIONS OF LIABILITY ARE REASONABLE.***
 - 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.***
11. **Assignment.** Sponsor will not assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of Life Time.

12. **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.
13. **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 of any right arising out of such breach.
14. **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.
15. **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.
16. **Bribery and Corruption.** Life Time has a comprehensive anti-bribery policy and program. Sponsor will comply with all applicable federal, state, and local laws and regulations relating to anti-bribery and anti-corruption and will not give or receive any bribes, including in relation to public officials.
17. **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

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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.
18. **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.
19. **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.
20. **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.
21. **Amendments.** Any waivers, amendments, or modifications to the Agreement must be agreed upon in writing by both Parties.
22. **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.
23. **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.
24. **Survival.** The obligations set forth in Paragraph 14 (Independent Contractors), 15 (Conflicts of Interest), and 19 (Force Majeure) will survive for a period of one (1) year following the termination of the Agreement.
25. **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.
26. **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) to be "written" or "in writing", (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.
27. **No Waiver; Severability.** 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. If any provision of the Agreement is found to be invalid, illegal or

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unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement for each Party remain valid, legal and enforceable.

28. **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.