

## EXHIBITOR TERMS AND CONDITIONS

1. **Cancellation.** Exhibitor may cancel the Agreement and receive a 50% refund of any prepaid amount by providing Life Time 45 days prior written notice. No refunds will be provided for cancellations less than 45 days from the Event.
2. **Termination.** Neither a termination notice nor a termination will waive any of the terminating Party's rights or remedies.
  - a. 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.
  - b. 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.
  - c. Life Time may terminate the Agreement with immediate effect in the event Exhibitor or any of its agents, employees, or representatives violate any applicable code of conduct during an Event. In the event of such breach, or upon an uncured or incurable material breach by Exhibitor, any and all Exhibitor Fees remaining under the Exhibitor Agreement shall become immediately due and payable.
  - d. Life Time may terminate the Agreement in the event such marketing and advertisement benefits are no longer permitted according to company policy or executive directive.
3. **Notices.** All notices and correspondence under the Agreement will be delivered using a method providing for proof of delivery and sent to the address listed in the Exhibitor Agreement, or such other address if designated in writing.
4. **License Grant and Use of Exhibitor Marks.** During the Term of the Agreement, Exhibitor grants to Life Time a revocable, non-exclusive, non-transferable, non-sublicensable, royalty free license to use Exhibitor's designated trademark(s), trade name, slogan, logo or other identification ("**Exhibitor Marks**") to promote Exhibitor's participation in the events specified in the Agreement. Life Time agrees that it has no further right, title, or interest in or to any Exhibitor Marks except the right to use the same in accordance with the Agreement. Life Time further agrees that any such Exhibitor Marks remain the sole property of Exhibitor. Exhibitor shall provide Life Time with a copy, or copies, of Exhibitor's approved Marks for Life Time's use, and Life Time shall not be required to seek additional approval for the use of Exhibitor's approved Marks.
5. **Exhibitor Obligations, Restrictions, and Deadlines.** All Exhibitor's benefits and entitlements under the Agreement may be subject to reasonable and necessary deadlines or restrictions ("**Deadlines**"). Life Time will provide Exhibitor will all applicable Deadlines in advance to Exhibitor. In the event Exhibitor delays, hinders, or fails to meet a Deadline or activate an Exhibitor entitlement during the Term of the 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 Exhibitor will not be entitled to a refund for the loss of such entitlement.
6. **CBD.** All CBD products promoted, sampled, and/or sold by Exhibitor, if permitted under the Agreement, must adhere to the following restrictions:
  - a. CBD products, defined as phytocannabinoid known as cannabidiol produced from Hemp (defined the plant Cannabis sativa L. and any part of such plant, whether growing or not), may not exceed a delta-9 tetrahydrocannabinol (THC) concentration of more than 0.3 percent on a dry weight basis.
  - b. Exhibitor is expressly prohibited from selling, sampling, or promoting any product containing a delta-9 tetrahydrocannabinol (THC) concentration of more than 0.3 percent on a dry weight basis.

7. **Representations and Warranties.** Exhibitor represents and warrants that Exhibitor will all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of Exhibitor's business and its performance hereunder. Without limiting the generality of the foregoing, Exhibitor shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits (including, if applicable, all Cannabis Licenses) necessary to perform all rights and obligations under the Agreement. Exhibitor further represents and warrants that it has the proper rights to all advertising collateral submitted to Life Time. Exhibitor 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, Exhibitor will notify Life Time within three (3) days of such breach.
8. **Independent Contractors.** Life Time's relationship with Exhibitor 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 Exhibitor 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.
9. **Indemnification.** To the fullest extent permitted by applicable law, Exhibitor (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless Life Time Inc. and its subsidiaries and affiliates, including without limitation LTF Triathlon Series, LLC, and each of its officers, directors, employees, contractors, agents and representatives (together, the "Indemnified Party") from and against any and all suits, claims, liabilities, losses, damages, deficiencies, judgments, settlements, interest, penalties, fines, awards, costs, and expenses of whatever kind and in whatever form, including reasonable attorneys' fees, that are incurred by or awarded against the Indemnified Party (collectively "Losses"), brought by any third party asserted against the Indemnified Party arising out of:
  - a. any material breach or non-fulfilment by the Indemnifying Party or its officers, employees, contractors, or agents of any representation, warranty, or covenant set forth in the Agreement.
  - b. claims of trademark, trade name, patent, copyright, proprietary right, right of privacy or false or misleading advertising violations resulting from Life Time's authorized use of Exhibitor's Marks;
  - c. any sweepstake(s), giveaway(s) or contests produced or hosted in whole or in part by Exhibitor in connection with the Agreement.
  - d. any illness, bodily injury, or death of any person, or any property damage to real or tangible personal property caused by the negligent act or omission of Indemnifying Party or its Representatives.
  - e. any compensation, wage, and/or hour complaint (including claims for missed meal and rest break periods) raised by Indemnifying Party's personnel or employees.

#### **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 EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR 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 EXHIBITOR 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. **Insurance.** Exhibitor 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 Exhibitor is providing a product, Exhibitor must also maintain product recall coverage in commercially reasonable amounts. Exhibitor agrees to name "Life Time, Inc. and its

subsidiaries” as additional insureds, indicate that the policy includes 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 Exhibitor with proof of insurance upon Exhibitor’s written request.

**12. Governing Law and Arbitration**

- a. **THE 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 THE AGREEMENT (HEREAFTER, “DISPUTE”) ARISING OUT OF OR RELATING TO THE 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 the 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.

**13. Force Majeure.** If, during the course of the Agreement, any Life Time Event, 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 (ii) refund any applicable Exhibitor Fee, less the value of all Exhibitor Benefits provided prior to cancellation of the Event, (iii) provide a Make Good to Exhibitor as mutually agreed upon by the Parties.

**14. 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 the Agreement prior to the end of the Term, Life Time shall provide notice of the updated Event name to Exhibitor 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 Exhibitor's receipt of the Event name change notice, (ii) not be considered a material change under the Agreement requiring a formal amendment between the Parties, and (iii) not have any effect upon any of Exhibitor's entitlements for the affected Event.

15. **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. 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.
16. **No Press releases/ Public Announcements.** Exhibitor is not permitted to make any press release related to this Agreement. All other public announcements relating to the Agreement must be pre-approved by Life Time.
17. **Survival.** The obligations set forth in Paragraph 8 (Independent Contractors), 9 (Indemnification), 11 (Insurance), 12 (Governing Law and Arbitration), and 13 (Force Majeure) will survive for a period of one (1) year following the termination of the Agreement.
18. **Additional Terms.** Any waivers, amendments, or modifications to the Agreement must be agreed upon in writing by both Parties. 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. 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 unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement for each Party remain valid, legal and enforceable. Exhibitor will not assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of Life Time.
19. **Entire Agreement.** The 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. 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.
20. **Authority.** Life Time and Exhibitor 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. **Counterparts, Electronic Signatures.** 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. 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.