

### **Charity Terms and Conditions**

These General Terms and Conditions govern your vendor agreement with Life Time, Inc. “We”, “our”, “Life Time Fitness” and “Life Time” mean Life Time, Inc. and our affiliates; “you” and “your” mean the Charity identified in the Charity Agreement (the “Agreement”). The Agreement identifies Charity goods or services provided, as well as other details of the order. The Agreement also refers to documents which apply to the products or services selected by Life Time. The Agreement, any applicable referenced documents, and these General Terms and Conditions constitute the complete Agreement and supersede any prior discussions or representations regarding our order. If the terms of the Agreement differ from these General Terms and Conditions, the Agreement will have priority. Other terms and conditions incorporated into a purchase order or similar document do not apply.

1. **License Grant and Use of Charity Marks**. Subject to the terms of this Agreement, Charity grants to Life Time, a revocable, non-exclusive, royalty-free license to use Charity’s designated marks in association with the Events set forth in the Agreement. Charity’s designated marks include, but are not limited to, trademarks, trade names, slogans, logos, and other identification (“Charity Marks”). Life Time holds no additional right, title, or interest to any Charity Marks other than those rights in accordance with the terms and conditions of this Agreement. Charity Marks remain the sole property of Charity. Charity will provide to Life Time the artwork necessary to use Charity Marks at the Events.
2. **License Grant and Use of LIFE TIME Marks**. During the term of this Agreement, Life Time grants to Charity, a revocable, nonexclusive, non-transferable, non-sublicensable, royalty free license to use Life Time’s designated marks to promote Charity’s participation in the Events. Life Time’s designated marks include trademarks, trade names, slogans, logos and other identification (“Life Time Marks”). Charity will not use any Life Time Marks without Life Time’s written consent and approval. Charity has no proprietary rights in any Life Time Marks and all Life Time Marks remain the sole property of Life Time. Charity will abide by all Life Time Mark usage guidelines.
3. **Advertising Terms and Conditions**.
  - a. Life Time may charge additional fees to Charity to convert or format advertising collateral that does not meet Life Time’s media advertising specifications found in the Life Time Media Kit. Charity is responsible for shipping expenses and other costs associated with any transport of advertising collateral outside of normal production and delivery, including shipping of samples or activation materials.
  - b. Unless otherwise expressly noted in this Agreement, Life Time will be solely responsible for the production, preparation, and delivery of all advertising collateral. Charity will submit a sample of all collateral to Life Time prior to publication or display. Life Time may reject any advertisement if considered improper or noncompliant and may insert the word “Advertisement” on any collateral which Life Time deems reasonably necessary to comply with consumer protection law.

- c. Any advertising collateral produced by Life Time is the sole property of Life Time and will not be reproduced by Charity for any reason without the prior written consent of Life Time.
  - d. Charity agrees to meet timelines or closing dates included in the Media Kit for advertising collateral. If timelines or closing dates are missed, Life Time may continue to run collateral previously used.
  - e. Charity is responsible for paying all shipping costs with respect to samples.
4. **Insurance.** Each Party will maintain throughout the term of this Agreement insurance coverage that is commercially reasonable. This coverage will include Comprehensive General Liability with an aggregate limit of \$2,000,000. Charity's insurance policy will name "Life Time, Inc. and its subsidiaries" as additional insureds and expressly include advertising injury coverage. Either Party will provide proof of insurance to the other Party upon written request.
5. **Representations and Warranties.**
- a. Charity represents and warrants that it has the proper rights to the advertising collateral submitted to Life Time and for the term of this Agreement these rights will remain in compliance with all applicable laws and regulations. Charity expressly assumes complete liability for all advertising collateral submitted, printed, displayed, broadcasted, or otherwise published in connection with this Agreement. Charity 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 Charity's advertising collateral, (b) any of Life Time's actions taken on behalf of or for the benefit of Charity in connection with this 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 Charity under this Agreement.
  - b. Charity represents that it is a currently authorized tax exempt, not for profit entity, duly formed under 501(c) (3) of the Internal Revenue Code. Charity's status as a 501(c) (3) entity is an unconditional prerequisite to this Agreement.
6. **Liability and Indemnification.**
- a. Charity agrees to indemnify and hold harmless Life Time, its officers, directors, agents, and employees, from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that may be asserted against Life Time, its officers, directors, agents, and employees that results from the acts or omissions of Charity, its officers, directors, agents, and employees.
  - b. **IN NO OTHER EVENT WILL LIFE TIME BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF CHARITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHARITY ACKNOWLEDGES AND AGREES THAT THE ABOVE LIMITATIONS OF LIABILITY ARE REASONABLE.**

7. **Assignment**. Charity will not assign, transfer, or delegate the rights and responsibilities outlined in this contract to any third party without the prior written consent of Life Time.
8. **Confidentiality**. Except as required by applicable laws and regulations, all parties will treat the terms of this Agreement and its subject matter as confidential and will not disclose them to any other person or entity. Notwithstanding any provision of this Agreement to the contrary, each of the parties may disclose this Agreement, the benefits, and related matters to its directors, officers, employees, financing sources, representatives, and advisors with a need to know in furtherance of performing the rights and duties herein.
9. **Publicity**. No press release, public announcement, marketing collateral, or other materials which identify Life Time, its subsidiaries or brands, or uses any Life Time marks, will be made without Life Time's prior written approval. No acknowledgement, public statement, or press release concerning this Agreement or its terms and conditions will be made without the mutual written agreement of both parties.
10. **Bribery and Corruption**. Life Time has a comprehensive anti-bribery policy and program, and will comply with all applicable federal, state, and local laws and regulations relating to anti-bribery and anti-corruption. Life Time will not give or receive any bribes, including in relation, to any public official.
11. **Conflicts of Interest**. Life Time has a policy prohibiting "conflicts of interest," except under guidelines approved by the Life Time Board of Directors. A "conflict of interest" exists when a person's private interest interferes with the interests of Life Time services. 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 directly or indirectly receive improper personal benefits as a result of the employee's position with Life Time. Charity 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.
12. **Independent Contractors**. Life Time's relationship with Charity will be that of an independent contractor. Nothing contained in this Agreement will be construed as establishing an employer/employee relationship, partnership, or joint venture between Charity and Life Time. Neither Party has the authority to act for or to bind the other Party or to represent that it is responsible for the acts, debts, liabilities, or omissions of the other Party.
13. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflict of laws. Any legal action or proceeding relating to this Agreement will be instituted in state or federal court in Minnesota.
14. **Data Processing**. In the event that a data breach occurs that relates to the goods or services Life Time is utilizing, Charity will notify Life Time within three (3) days of such breach.

15. **Force Majeure**. A breach of this Agreement will not occur in the event that the Events are cancelled or omitted because of war, an Act of God, public emergency or necessity, criminal act or act of terrorism by a third party, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other cause beyond the reasonable control of Life Time. If any of the Events are cancelled, Life Time has the complete and sole discretion to reschedule the Event(s).
16. **Authority**. Life Time and Charity each individually represents and warrants that it has full power and authority to enter into this Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.
17. **Successors and Assigns**. This Agreement will bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
18. **Counterparts**. This agreement may be executed in any number of counterparts, each of which may be deemed an original, but all of which together constitute one and the same instrument.
19. **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force as long as the essential provisions of this Agreement for each Party remain valid, legal and enforceable.
20. **Changes to These Terms and Conditions**. Life Time reserves the right to update or modify these Terms and Conditions at any time. If changed, Life Time will post the revised Terms and Conditions to <https://www.lifetimefitness.com/media.html> with a changed "Last Updated" at the top of these Terms and Conditions. All changes are effective immediately. Any continued use of the Services following the effectiveness of any changes constitutes acceptance of those changes.