

VENDOR PROCUREMENT TERMS AND CONDITIONS



Last Updated: April 23rd, 2018.

These Vendor Terms and Conditions govern your vendor arrangement with Life Time. “We”, “our”, and “Life Time” mean Life Time, Inc. and our affiliates; “you” and “your” mean the Vendor identified in the Vendor Agreement (the “**Agreement**”). The Agreement identifies the Vendor goods and/or services provided as well as other details of your order. The Agreement also refers to documents which may apply to the products or services Life Time selected. The Agreement, any applicable referenced documents and these Vendor Procurement 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 Vendor 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. **Invoices.** Life Time operates according to the following practices regarding invoices:

- a. Life Time’s billing schedule includes a net thirty (30) days with a fifteen (15) day grace period.
- b. Vendor must submit an invoice to:

Attn: Accounts Payable
1795 Dogwood St., Ste 400
Louisville, CO 80027

Or in either TIFF or PDF format to AEInvoices@lt.life. The invoice must clearly show Vendor’s name, address, telephone number, logo (where applicable), a Life Time systematically-generated Purchase Order number and Vendor’s invoice number. The invoice must also show Vendor’s specific product and/or service being provided in addition to its cost and delivery point. If the invoice does not conform to these requirements, the invoice will not be processed for payment.

- c. All invoice discrepancies between Vendor and Life Time must be resolved within one hundred and twenty (120) days of the date on the invoice. Any invoice discrepancies that have not been communicated to Life Time will render the invoice void.

2. **Changes in Costs and Substitutions.**

- a. Any changes in the cost of a product or service must be agreed upon between the Parties prior to the submission of the invoice reflecting the price changes. If the invoice is submitted with higher-than-agreed-upon prices, the invoice will be paid by Life Time at the lesser rate and the Vendor will not assess late fees for any such invoices.
- b. Any substitutions for products or services ordered from Vendor will not be paid by Life Time unless Vendor notifies Life Time in writing and Life Time has agreed to any such substitutions.
- c. Life Time is not responsible for any minimum purchase requirements of products or services, or any charges associated with Vendor’s minimum order quantities.

3. **Delivery of Products and Services.** Vendor will notify Life Time immediately by telephone with a subsequent notice in writing if there will be any problems associated with its delivery of products or services to Life Time at the agreed upon time and date.

4. **Insurance.** Vendor 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 Vendor is providing a product, Vendor must also maintain product recall coverage in commercially reasonable amounts. Vendor 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 Vendor with proof of insurance upon Vendor’s written request.

5. **Representations, Warranties and Indemnification.** Vendor represents and warrants that the products and services delivered hereunder will (i) be of good quality; (ii) be made using high industry standards, (iii) will

not infringe on the intellectual property rights of a third party; and (iv) will conform to any applicable design specifications or documentation. Vendor agrees to comply with all applicable laws and regulations in providing the products and services. Vendor also expressly assumes complete responsibility and liability for all products and services in connection with this Agreement. Vendor 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, and judgments that may be asserted against Life Time.

6. **LIABILITY PRINCIPLES.**

a. **LIMITATION OF LIABILITY.** IN NO EVENT WILL LIFE TIME BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, EXCEPT IN THE EVENT OF LIFE TIME'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FOREGOING SENTENCE ALSO APPLIES TO ANY THIRD-PARTY SUPPLIER OF LIFE TIME. VENDOR ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS REASONABLE.

b. **MAXIMUM LIABILITY.** IN NO EVENT WILL LIFE TIME'S (OR ITS THIRD PARTY SUPPLIERS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID (OR WITH RESPECT TO FEES DUE, PAYABLE) BY LIFE TIME TO VENDOR (I) DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS 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.

7. **Assignment.** Vendor will not assign, transfer, or delegate its responsibilities herein 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 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 this Agreement to the contrary, each Party may disclose this 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.
9. **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 this Agreement of any right arising out of such breach.
10. **Independent Contractors.** Life Time's relationship with Vendor is that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Vendor 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.
11. **Bribery and Corruption.** Life Time has a comprehensive anti-bribery policy and program. Vendor 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.
12. **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.
13. **Data Processing.** Vendor 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, Vendor will notify Life Time within three (3) days of such breach.

14. **Force Majeure.** If the Events, or any portion thereof, are cancelled 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 this Agreement. If cancelled, Life Time, in its absolute and sole discretion, may (i) reschedule the Event or (ii) refund any applicable cash portion of the Vendor Fee, less the value of all Vendor Benefits provided prior to the cancellation.
15. **Authority.** Life Time and Vendor 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.
16. **Amendments.** Any waivers, amendments, or modifications to the Agreement must be agreed upon in writing by both Parties.
17. **Captions and Headings.** The captions and section headings used in this Agreement are for convenience of reference only and will not affect the construction or interpretation of this Agreement.
18. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
19. **Survival.** The obligations set forth in Paragraph 10 (Independent Contractors) and 14 (Force Majeure) will survive for a period of one (1) year following the termination of this Agreement.
20. **Counterparts.** This 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.
21. **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.
22. **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 unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement for each Party remain valid, legal and enforceable.
23. **Updates.** Life Time may update or modify these Vendor 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.