IRONMAN®
ST.GEORGE UTAH
NORTH AMERICAN CHAMPIONSHIP

HOST VENUE AGREEMENT

ST. GEORGE, UTAH (2020-2024)

This Host Venue Agreement (this "Agreement") is made as of May 3, 2019 (the "Effective Date") by and between:

(i) **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"); and

(ii) **WASHINGTON COUNTY,** a political subdivision of the State of Utah ("Host").

WTC and Host are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. WTC and its subsidiaries own and operate a global portfolio of IRONMAN® and IRONMAN® 70.3®-branded triathlon events.

B. Subject to the terms of this Agreement, Host desires to have WTC conduct in and around St. George, Utah (the "Venue"), and WTC desires to conduct in and around the Venue, the IRONMAN® North American Championship triathlon race in years 2020 and 2023 and the IRONMAN® 70.3® North American Championship triathlon race in years 2021, 2022, and 2024.

C. In consideration of WTC selecting the Venue as the site for the Events (as defined in Section 1) and providing the Host Sponsorship Benefits (as defined in Section 5), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined in Section 4) and to make certain payments, and grant certain rights, to WTC.

D. The Parties further acknowledge that:

(1) The content of the following recitals is qualified by the terms and conditions of the Agreement;

(2) As the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP each 70.3 Event (as defined in Section 1) will be positioned as one of the premier races on the IRONMAN 70.3 circuit;

(3) As the IRONMAN® NORTH AMERICAN CHAMPIONSHIP each 140.6 Event (as defined in Section 1) will be positioned as one of the premier races on the IRONMAN circuit;

(4) The Events are a key component for the Parties in building and promoting their respective brands;

(5) The Parties have already committed and will continue to commit significant resources toward the Events;

(6) Each Party wishes to gain a return on its investment by making the most of the assets it has developed and the marketing and promotional opportunities available;

(7) The Parties each have a responsibility and desire to build and protect their respective brands;

(8) Event marketing is a key component in the marketing strategy of Host, and Host has a responsibility to utilize the Event to market and promote the area as a destination;

(9) Host has a responsibility to respect and promote the IRONMAN® and IRONMAN® 70.3® brands and to honor the Trademark Standards and Usage Guidelines set forth in Exhibit D of the Agreement;

(10) The Parties may have certain agreements and obligations (in addition to the Agreement), which must be fulfilled and which may place restrictions on what types of media and promotion can be utilized;

(11) The use of photos, video, public relations, social media, and mass media will benefit both Parties by building the image, enthusiasm, awareness and success of the Event; and

(12) Participation in the Events by premier athletes will generate excitement, create competitive Events, and will increase exposure for the Events and the Venue.

AGREEMENT

The Parties agree as follows:

1. **North American Championship Events.** Subject to the terms of this Agreement:

(a) Authorization; Ownership. Host authorizes WTC to prepare and conduct the 140.6 Events and the 70.3 Events (as such terms are defined below) (each, an "Event" and collectively, the Events") in and around the Venue in years 2020, 2021, 2022, 2023, and 2024 (each, a "Race Year" and collectively, the "Race Years"). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below).

(b) North American Championship Races.

(i) IRONMAN® 70.3® - 70.3 Events. **With respect to the 2021, 2022, and 2024 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® 70.3®-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2 mile swim, 56 mile bicycle ride, and 13.1 mile run) (the "70.3 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 70.3 Race and any additional races added under Section 1(f), a "70.3 Event").

(ii) IRONMAN® - 140.6 Events. **With respect to the 2020 and 2023 Race Years,** WTC shall be responsible for operating, in and around the Venue, an IRONMAN® -branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 2.4 mile swim, 112

mile bicycle ride, and 26.2 mile run) (the "140.6 Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the 140.6 Race and any additional races added under Section 1(f), a "140.6 Event").

(c) Event Names.

(i) General. When referring to any Event, Host shall (and shall use reasonable efforts to cause relevant third parties to) at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).

(ii) 70.3 Events. The official name of each 70.3 Event will be IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE. WTC may elect to add the name of a "title" sponsor or "presenting" sponsor to the official name of the 70.3 Event (e.g., "[*Title Sponsor*] IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE, presented by [*Presenting Sponsor*]").

(iii) 140.6 Events. The official name of each 140.6 Event will be IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE. WTC may elect to add the name of a "title" sponsor or "presenting" sponsor to the official name of the 140.6 Event (e.g., "[*Title Sponsor*] IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE, presented by [*Presenting Sponsor*]").

(d) Race Dates. Subject to the terms of this Agreement and unless otherwise mutually agreed upon in writing by the Parties, the 70.3 Races and the 140.6 Races (each, a "Race and collectively, the "Races") will, as applicable for the Race Year, be held annually on the following dates (the "Race Dates"):

IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	70.3 Race Date
2021	May 1, 2021
2022	May 7, 2022
2024	May 4, 2024

IRONMAN® NORTH AMERICAN CHAMPIONSHIP - ST. GEORGE	
Race Year	140.6 Race Date
2020	May 2, 2020
2023	May 6, 2023

(e) Event Changes. WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.

(f) Additional Races. WTC shall have the option to conduct, as part of the Events and during the Event Period (as defined in Section 8), ancillary races in connection with the Event (e.g., IRONKIDS® and/or IRON GIRL® triathlon, duathlon, or run). WTC may create additional, race-specific logos for any such ancillary races conducted, and such

logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit E) under this Agreement.

2. **Term of Agreement.**

(a) This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2024 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

(b) During the first three (3) months of 2024, the Parties shall discuss in good faith whether they desire to renew this Agreement beyond the Term (the "Renewal Period"). The Parties agree to decide by March 31, 2024 (the "Decision Date") whether or not to extend the Agreement for the Renewal Period, which decision must include whether or not the Parties desire for (i) future IRONMAN® 70.3®-branded events taking place at the Venue to be designated as the IRONMAN® 70.3® NORTH AMERICAN CHAMPIONSHIP and (ii) future IRONMAN®-branded events taking place at the Venue to be designated as the IRONMAN® NORTH AMERICAN CHAMPIONSHIP. If, prior to the Decision Date, the Parties mutually agree to terms for a Renewal Period then the Parties shall, prior to or on the Decision Date, execute a memo of understanding indicating the parameters of such Renewal Period. Such mutually agreed upon Renewal Period, if any, will be effective only if set forth in a separate, definitive written agreement signed by the Parties. Nothing in this subsection (b) creates any obligation on either Party to renew this Agreement, to extend the Term, or to enter into any other agreement.

3. **Financial Matters.**

(a) Annual Payments to WTC. With respect to each Event, Host shall, under the terms of Exhibit A, pay WTC (or cause the Utah Sports Commission to pay WTC) the amounts stated in Exhibit A (each, an "Annual Payment").

(b) Sponsorship & Expo Vendor Referrals; Revenue Share.

(i) *Sponsorship & Expo Vendor Referrals*. Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event to any third parties. With respect to each Event, Host shall have the right to refer to WTC reputable third-party Event-specific sponsors and Expo vendors (collectively, "Host-Referred Third-Party Sponsorships"), provided, however, that:

(A) Host shall focus on referring sponsors/Expo vendors in non-endemic categories from local, statewide, and regional companies and organizations;

(B) Host shall not refer sponsors/Expo vendors to WTC if such sponsors/Expo vendors sell products and/or services that fall within any of the categories set forth in Exhibit E (collectively, the "Restricted Sponsorship Categories"). If Host refers a sponsor/Expo vendor that falls within any of the Restricted Sponsorship Categories then Host shall not receive the Host Revenue Share (as defined below) with respect to such sponsor/Expo vendor. Due to occasional changes to the Restricted

Sponsorship Categories, WTC reserves the right to update the Restricted Sponsorship Categories, at any time and from time to time. Upon Host's request, WTC shall provide to Host the then-applicable list of Restricted Sponsorship Categories;

(C) Host shall not communicate any Event sponsorship or Expo vendor opportunity to any potential sponsor or vendor unless such specific sponsor/Expo vendor has been pre-approved in writing by WTC;

(D) WTC reserves the right, in WTC's sole and absolute discretion, to reject any proposed sponsorship, sponsor, or Expo vendor including, without limitation, those referred by Host; and

(E) Host shall use best efforts to prevent third parties from purporting to be a sponsor or Expo vendor of the Event unless such party is a party to a Sponsorship and/or Expo Vendor Agreement (as defined below). Host does not have the authority to legally bind WTC, and Host shall not represent to any third party that Host has such authority. Any Host-Referred Third-Party Sponsorships will be valid only if in a written agreement signed by both WTC and the sponsor/Expo vendor party (a "Sponsorship and/or Expo Vendor Agreement").

(ii) *Host Revenue Share*. If, during the period between the Effective Date and the final Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to any Event) with a third-party sponsor or Expo vendor for a Host-Referred Third-Party Sponsorship where such sponsor or Expo vendor was referred to WTC by Host and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to Host an amount equal to fifteen percent (15%) of the Net Proceeds (as defined below) (such amount referred to as the "Host Revenue Share").

(A) "Net Proceeds" means, net of applicable taxes, ninety percent (90%) of the total cash actually received and retained by WTC from the applicable Host-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC's expected costs to activate and implement the benefits for such Host-Referred Third-Party Sponsorship.

(B) *Based Only on Cash Proceeds*. For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and Expo fees from the Host-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may be approved in writing by WTC.

(C) *Origination*. Host will be deemed to have referred an Event-specific sponsor or Expo vendor to WTC if, in good faith, Host provides such sponsor/Expo vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by Host, WTC is neither doing business nor has any contract with such sponsor/Expo vendor (or any of its

subsidiaries or affiliates), nor communicated, during the then prior 27 month period, with such sponsor/Expo vendor (or any of its subsidiaries or affiliates) regarding the possibility of doing business or entering into any contract with WTC (or any of its subsidiaries or affiliates).

(D) *Other Events*. For avoidance of doubt: Host has no right to receive the Host Revenue Share (or any other commission or fee) in connection with any event(s) (other than the Event), regardless of whether Host referred to WTC a third-party sponsor/Expo vendor for such other event(s).

(c) Taxes. All amounts payable to WTC by Host under this Agreement will exclude any applicable taxes, which shall be paid by Host.

(d) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP, Expo booth sales, product licenses, and photograph sales.

(e) Costs. To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.

4. **Certain Obligations of Host.**

(a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for each Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.

(b) Compliance with Law. In connection with each Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.

(c) Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of each Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.

(d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark, the 70.3® mark, and the design mark known as the "M-DOT." Host

shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

(e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.

(f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.

5. **Certain Obligations of WTC.**

(a) Host Sponsorship Benefits. WTC shall provide to Host (or, as the case may be, shall provide for Host's benefit and/or the benefit of the Event), the sponsorship benefits and other items set forth in Exhibit C (collectively, the "Host Sponsorship Benefits"). Unless otherwise expressly agreed to in this Agreement, the cost of any and all activation materials (e.g., including, without limitation, any signage, banners, boards, branding, etc.) required or necessary in connection with the Host Sponsorship Benefits, including without limitation any costs in connection with the design, production, and/or delivery thereof, are the sole responsibility of Host.

(b) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers), training of personnel (including volunteers), Race manuals/programs, Race Course route determination and design, Race Course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, facility decoration, and all other technical and operational aspects of the Races. For the avoidance of doubt: WTC may require that the Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.

(c) Expo. WTC shall provide for a multi-day vendor exposition at the Event (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.

(d) Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Events (the "Event Website"), including a live global streaming webcast of the Races with stationary cameras at both transition areas and the finish line where possible based on Internet bandwidth. WTC shall retain the rights to all imagery and audiovisual works in connection with the Events, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and, except as expressly set forth in this Agreement, will not

be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.

(e) WTC to Facilitate Donations.

(i) Annual Donations.

(A) In connection with each 140.6 Event that takes place during the Term (*i.e.*, the 2020 and 2023 Events), WTC shall donate, or cause to be donated, a minimum of $50,000.00 to one or more local not-for-profit organizations in the Washington County, Utah area (the "140.6 Event Donations").

(B) In connection with each 70.3 Event that takes place during the Term (*i.e.*, the 2021, 2022, and 2024 Events), WTC shall donate, or cause to be donated, a minimum of **$25,000.00** to one or more local not-for-profit organizations in the Washington County, Utah area (the "70.3 Event Donations" and together with the 140.6 Event Donations, the "Annual Donations").

(ii) Acknowledgments. Notwithstanding the foregoing, the Parties acknowledge that if WTC obtains permission from the Foundation (as defined below) then WTC shall have the option to have all or part of the Annual Donations be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the "Foundation"). The Parties further acknowledge that if the Foundation so elects to make the Annual Donations then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Annual Donations shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation's Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.

(f) Ancillary & Pre-Race Activities. WTC shall permit Host to, with WTC's prior written approval, conduct ancillary activities focused on the pro athletes, such as press conferences, charity visits, luncheons, clinics, and photo shoots. WTC shall permit Host to, with WTC's prior written approval, host and market pre-Race activities, such as a charity golf tournament, kids activities, a fitness festival, an awards after-party in Town Square, and/or a pasta dinner, to increase local and regional participation, in each case provided that such activities do not complete with the Events.

(g) Concessions. WTC shall provide to Host the non-exclusive right to provide food and beverage concessions at all Event locations and Host shall retain all revenue from such food and beverages sold by Host. Notwithstanding the foregoing, Host acknowledges that WTC has, and in the future may have additional, food and beverage partners (the "F&B" Partners") and that such F&B Partners may, at no additional cost to the F&B Partners, sell, sample, and distribute their products at all Event locations.

(h) Professional Prize Purses.

(i) 70.3 Events. WTC shall provide a prize purse of **$75,000.00** for professional triathletes competing in the 70.3 Races (or other prize amount similar to other IRONMAN 70.3-branded regional championships).

(ii) 140.6 Events. WTC shall provide a prize purse of **$150,000.00** for professional triathletes competing in the 140.6 Races (or other prize amount similar to other IRONMAN®-branded regional championships).

(i) World Championship Entries.

(i) 70.3 Events.

(A) Age-Group Slots. With respect to certain eligible top age-group finishers of the 70.3 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship ("Ironman 70.3 Age-Group Championship Slots"). The number of Ironman 70.3 Age-Group Championship Slots applicable to each 70.3 Race will be determined by WTC in its sole discretion and may change each year.

(B) Pro Slots. With respect to certain eligible top professional finishers of the 70.3 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship ("Ironman 70.3 Pro Championship Slots"). The number of Ironman 70.3 Pro Championship Slots applicable to each 70.3 Race will be **four (4).**

(ii) 140.6 Events.

(A) Age-Group Slots. With respect to certain eligible top age-group finishers of the 140.6 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Age-Group Championship Slots"). The number of Kona Age-Group Championship Slots applicable to each 140.6 Race will be determined by WTC in its sole discretion and may change each year.

(B) Pro Slots. With respect to certain eligible top professional finishers of the 140.6 Races, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN World Championship ("Kona Pro Championship Slots"). The number of Kona Pro Championship Slots applicable to the 2020 140.6 Race will be **six (6)**. The number of Kona Pro Championship Slots applicable to the 2023 140.6 Race will be determined by WTC in its sole discretion.

(j) Compliance with Law. In connection with the Event and WTC's performance of its obligations under this Agreement, WTC shall comply with all applicable laws, rules, and regulations.

(k) Information Updates. WTC shall, upon request from Host, promptly inform Host as to the status of the performance of WTC's obligations hereunder, including without limitation regarding the Host Sponsorship Benefits.

6. **Official Announcements; Promotions by Host.**

(a) Host Website. Host, on its website, shall prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.

(b) Announcements. Host shall use reasonable efforts to consult with WTC's authorized public relations representative prior to issuing or approving any public announcements with respect to the Event, except that no such consultation will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:

(i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access); and

(ii) include only information in the public domain.

Upon Host's request, WTC shall provide to Host the name and contact information of such WTC authorized public relations representative.

(c) Other Matters. Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

7. **Ambush Marketing.**

(a) "Ambush Marketing" means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

(b) Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:

(i) Causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

(ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);

(iii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;

(iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;

(v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and

(vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. **Exclusivity.**

(a) Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the "Event Period"), Host shall not, unless otherwise mutually agreed upon by the Parties, produce, conduct, host, or permit any sporting event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period festivals and community events (e.g., Washington City Cotton Days, etc.) may take place but only if such events do not do or include any of the following:

(i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
(ii) include any sports-related vendor exposition, tradeshow, and/or the selling of any sports merchandise;
(iii) occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
(iv) in any way jeopardize or adversely impact Event production or operations;
(v) infringe on any WTC intellectual property rights; or
(vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).

(b) Advertising Other Triathlon Companies or Long-Distance Triathlons.

(i) Unless otherwise pre-approved, in writing, by WTC (which approval may be granted or denied in WTC's sole discretion), during the Term and except as set forth below in Section 8(b)(ii), Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to International Triathlon Union (ITU), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns) (the "Ironman Competitors"), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance

longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

(ii) Notwithstanding the foregoing, Host may permit its website to display marketing, promotion, advertisement, reference, and/or otherwise associate with, BBSC Endurance Sports ("BBSC"), provided, however, that Host may not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (A) any BBSC event(s) if such BBSC event(s) features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union), or (B) BBSC if BBSC or any of BBSC's events are acquired by and/or operated by any Ironman Competitor.

(c) Non-Competition. During the Term and the eighteen (18)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue if such event features any race distance longer than that of an "Olympic" distance triathlon (as such distance is defined by the International Triathlon Union).

9. **Representations and Warranties of Host.** Host represents and warrants that:

(a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms herein;

(b) This Agreement is a legal, valid, and binding obligation of Host, enforceable against it in accordance with its terms; and

(c) Neither the execution, delivery, nor performance of this Agreement by Host violates or will violate or cause a breach of any other agreement or obligation to which it is a party or to which it is bound, and, except with respect to any applicable Approvals & Permits and/or other similar inter-government agreements, no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by Host.

10. **Limited License to Use the Event Logo.**

(a) Grant of Limited Rights. Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit D) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit D. Notwithstanding the foregoing and subject in each instance to WTC's prior written approval, which approval may be granted or denied in WTC's sole discretion, Host may permit participating cities and/or state parks to use the Event Logos in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events.

(b) No Use on Products. Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.

(c) Ownership; Goodwill. Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON," or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.

11. **Indemnification; General Limitation of Liability; Liquidated Damages.**

(a) Each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: WTC'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE) AND FOR ANY OTHER CLAIM, WILL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS (AS DEFINED HEREIN) BY HOST, UNDER THE TERMS OF THIS AGREEMENT, THAT ARE RECEIVED AND RETAINED BY WTC DURING THE THEN PRECEDING 24-MONTH PERIOD. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH WTC MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

(c) The Parties acknowledge that the goodwill inherent in the IRONMAN® and IRONMAN® 70.3® brands and the Event Logo arises and is maintained, in large part, by each and every IRONMAN® and IRONMAN® 70.3® event worldwide, including the Events, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Host's failure or inability to host and support any Event as scheduled, absent a Force Majeure Event (as defined in Section 14), will cause WTC irreparable harm,

and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. If Host breaches this Agreement and such breach directly results in any Event not taking place when and as contemplated by this Agreement, Host shall, in addition to the Annual Payment for such Event, pay WTC, within thirty (30) days after receiving written demand from WTC, the amount of (i) $300,000.00 (USD) for any 70.3 Event and (ii) $500,000.00 (USD) for any 140.6 Event . The Parties intend that the Liquidated Damages are to provide for compensation for a portion of the damages suffered by WTC (e.g., Event relocation expenses, athlete travel expenses, and damage to WTC's reputation), are not intended as a penalty and that the stipulated amount is far less than the actual damages and consequential damages that would result from such a breach by Host.

(d) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars ($2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars ($5,000,000.00) in aggregate. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

(a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

(b) Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:

(i) at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit B); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors; or

(ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or

(iii) if Host causes, engages in, or permits any Ambush Marketing.

(c) Effects of Termination.

(i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.

(ii) If this Agreement is terminated by WTC under the terms of Section 13(a) or Section 13(b)(ii), all unpaid Annual Payment amounts will be immediately due and payable to WTC.

(iii) Except as provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

14. **Force Majeure.**

(a) In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

(b) If a Force Majeure Event causes an Event to be cancelled and such Event cannot reasonably be rescheduled or relocated within the Venue then the total amount of the Annual Payment payable by Host will be reduced as follows, depending on when cancellation is announced to the general public:

Number of Days before the Race that the Event Cancellation (due to Force Majeure) is Announced	***Annual Payment to be reduced by:***
More than 60 days	50%
7 to 60 days	25%
Less than 7 days	12.5%

For example: If cancellation of the 2020 Event (due to a Force Majeure Event) is announced 61 days before the Race, then the Annual Payment will instead be $175,000 (i.e., $350,000 reduced by 50%).

15. **Confidentiality.**

(a) Subject to applicable laws, during the Term and the 36-month period thereafter, each Party (the "Receiving Party") shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any documents and/or materials labeled "confidential", any trade secrets, or any proprietary information owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, "Confidential Information").

(b) "Confidential Information" does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.

(c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.

(d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, provided, however, that the Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.

(e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.

(f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC, provided, however, that WTC hereby consents to any and all assignments and delegations that Host will from time to time make as necessary for purposes of providing the Host Support Services (e.g., inter-government agreements for municipal services, obtaining Approvals & Permits, etc.). Any purported assignment or delegation in violation of this Section is

void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction and Dispute Resolution.**

(a) Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either the United States District Court, Middle District of Florida, Tampa Division, or a Florida state court located in Hillsborough County, Florida (each, a "Tampa Court").

(b) Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement ("Dispute"), and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association ("AAA") whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Florida Arbitration Code. The venue of any such arbitration shall be solely in Tampa, Florida. Judgment on the award rendered by the arbitrator may be entered solely in a Tampa Court. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

(c) Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.

(d) Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator's compensation and administrative charges of the arbitration and shall make deposits with

the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party's failure to pay its share of the deposits for the arbitrator's compensation and administrative charges for the purpose of implementing this provision will not be deemed to affect the arbitrator(s)' impartiality or ability to proceed with the arbitration.

(e) General. The requirement for arbitration will not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect on the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Tampa Court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

WASHINGTON COUNTY
TOURISM OFFICE
20 N. Main Street #105
St. George, UT 84770
Attention: Kevin Lewis, Director
Email: Kevin.Lewis@washco.utah.gov

(Or to such other address as Host furnishes to WTC in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to Host in writing in accordance with this Section)

21. **Enforcement of Agreement.** Host hereby agrees to waive all defenses, if any, to enforcement of this Agreement that Host might otherwise have under the doctrine of sovereign immunity (or similar doctrine) in connection with any law, regulation, ordinance, decree, order, or any other source or authority.

22. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

23. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in an manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes

[*Signature page directly follows this page*]

The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

HOST:

WASHINGTON COUNTY

By: _____
Name: DEAN COX
Title: WASHINGTON COUNTY COMMISSION CHAIR

[*Schedule of Exhibits to this Agreement follows this page*]

SCHEDULE OF EXHIBITS

EXHIBIT A: Annual Payments

EXHIBIT B: Host Support Services

EXHIBIT C: Host Sponsorship Benefits

EXHIBIT D: Trademark Standards & Usage Guidelines

EXHIBIT E: Restricted Sponsorship Categories

[*Exhibits to this Agreement follow this page*]

EXHIBIT A

Annual Payments; Wire Transfer Instructions

With respect to each Event, Host shall, in accordance with the payment schedule and payment instructions set forth below, pay WTC (or shall cause the Utah Sports Commission to pay WTC) the Annual Payments set forth below:

Regarding the Event for Race Year	Annual Payment to be paid to WTC ($USD)	Annual Payment Installment Due Dates	Invoice Details*
2020	$350,000.00	$250,000 due on February 1, 2020	$100,000 to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000 due on June 1, 2020	$100,000 to be invoiced to Utah Sports Commission
2021	$200,000.00	$150,000 due on February 1, 2021	$100,000 to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2021	$50,000 to be invoiced to Utah Sports Commission
2022	$200,000.00	$150,000 due on February 1, 2022	$100,000 to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2022	$50,000 to be invoiced to Utah Sports Commission
2023	$350,000.00	$250,000 due on February 1, 2023	$100,000 to be invoiced to Washington County
			$150,000 to be invoiced to Utah Sports Commission
		$100,000.00 due on June 1, 2023	$100,000 to be invoiced to Utah Sports Commission
2024	$200,000.00	$150,000 due on February 1, 2024	$100,000 to be invoiced to Washington County
			$50,000 to be invoiced to Utah Sports Commission
		$50,000 due on June 1, 2024	$50,000 to be invoiced to Utah Sports Commission

***Host Billing Contact Information:**

Washington County:
Contact Name: Kevin Lewis
Email address: kevin.lewis@washco.utah.gov
Telephone number: 435-986-3384

Utah Sports Commission:
Contact Name: Jeff Robbins
Email address: jrobbins@utahsportscommission.com
Telephone number: (801) 328-2335

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
Routing Number: 026009593
Account Name: World Triathlon Corporation
Account Number: 898052297785
SWIFT Code: BOFAUS3N

EXHIBIT B

Host Support Services

B-1. With respect to each Event and as coordinated by WTC's Race Director, Host shall facilitate, assist, and contribute up to $25,000.00 (based on the fair market value) for the following support services:

(a) **Police & Emergency Services**. Ensure that police will command and ensure all emergency services (police, fire, and ambulance) needed to maintain public safety. Host shall temporarily install (or cause to be installed) a special command post that will bring together all three emergency services (police, fire and ambulance), private security, volunteer security personnel, and communications.

(b) **Medical Professionals and Ambulance Services.** Ensure that ambulances will be distributed strategically at the Venue, transition area, celebration areas, along the Race route, and the Event medical area. A team of medical professionals, including a Medical Director, will coordinate and implement WTC's official medical plan.

(c) **Traffic Control Devices and Services.** Provide all traffic devices, engineering diagrams, and plans to assure maximum road safety in partnership with local and state police services. Host shall provide (or cause to be provided) all variable message boards, barricades, cones for traffic control, special event traffic signage and parking signs, temporary traffic light system, and traffic control vehicles equipped with yellow arrows.

(d) **Community Awareness**. Provide community notifications (provided a reasonable time before the Event) to all potentially affected persons and third parties, informing them of planned street closures and Event schedules.

(e) **Swim Safety**. Host shall install and takedown (or cause to be installed and taken down) the swim course and will provide all lifeguards, crafts, and search and rescue scuba divers needed to assure the highest level of water safety.

(f) **Waste Management Services**. Ensure that the Venue is clean and well-kept at all times. Adjustments will be put in place according to the needs of WTC. Recycle containers, garbage units, large units for disposal, transportation, and manpower will be provided by Host.

(g) **Telephone/Internet Access; Electrical Services and Equipment; Lighting**. Provide to each site where necessary telephone and high-speed internet access to accommodate athlete check-in, exposition, merchandise sales, media center, meeting space, press conference, and race office. Host shall provide (or shall cause to be provided) a special Event electricity system. Power hook-ups will be provided by certified technicians under the applicable construction code and regulations. To the extent lighting is already present at the Venue, Host shall supply (or cause to be supplied) lighting for certain areas such as the transition area, swim, bike, and run courses, medical, and the finish area.

(h) **Parking & Transportation Management**. Provide (or cause to be provided) (i) satellite parking lots outside the operations perimeter with parking lot attendants and (ii) transportation services and transportation for athletes and spectators on Race day.

B-2. With respect to each Event, and at no cost to WTC, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

(a) **Lead Agency; Approvals & Permits**. Host shall serve as the "lead agency" to support the operational activities of the Event, including but not limited to facility and venue acquisition, permitting, police and emergency services acquisition, parking acquisition, communications acquisition, public awareness, and advocacy. To the extent it has the authority, right, power, ability, or legal jurisdiction to do so, Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of loud amplified sound and music by WTC in connection with the Event, and Host's provision of the Host Support Services (collectively, the "Approvals & Permits"). Host shall ensure that, 180 days prior to each Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).

(b) **Hotel Rooms.** With respect to each 70.3 Event, Host shall provide (or cause to be provided) to WTC **one hundred fifty (150)** complimentary hotel room nights, for WTC staff, at the official host hotel(s) during Event week, plus **ten (10)** complimentary hotel room nights for pre-Event planning meetings during the Race Year. With respect to each 140.6 Event, Host shall provide (or cause to be provided) to WTC **two hundred (200)** complimentary hotel room nights, for WTC staff, at the official host hotel(s) during Event week, plus **fifteen (15)** complimentary hotel room nights for pre-Event planning meetings during the Race Year. All such hotels must be local to the Venue. Host shall also assist WTC with the coordination of local hotels and other entities to facilitate arrangements for local accommodations, travel, and tourist activities.

(c) Concessions. Host shall make arrangements for food and beverage concessions at all Event locations and will retain all revenue from such food and beverage concessions.

(d) **Promotion of the Event**. Host shall, at all times in consultation with WTC, assist with the marketing and promotion of each Event as follows:

(i) *Professional Athletes*. Host shall use reasonable efforts to assist WTC in providing appearance fees, complimentary lodging, and/or other incentives for the purposes of attracting top professional athletes to attend the Event.

(ii) *Installation/Removal*. Host shall install and remove all promotional visuals and light pole banners for each Event.

(iii) *Host Website*. Host shall, on its website(s), prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.

(iv) *Promotional Highlight Videos*. Subject to the terms of this Agreement and certain other restrictions set forth in WTC's then-current television and media agreements (the "Third-Party Media Agreements"), Host may produce (or cause to be produced) pre-race promotional videos and post-race highlight videos to showcase the Event, the participants, and the destination (the "Promotional & Highlight Videos"). Subject to the terms of this Agreement and certain restrictions set forth in any applicable Third-Party

Media Agreements, Host may, upon receiving prior written consent from WTC (which consent may be granted, denied, or revoked in WTC's sole discretion) distribute videos via Host websites, through social media, and at the Event expo via Jumbotron, etc. In producing such Promotional & Highlight Videos, Host shall comply fully with guidelines of WTC's Media and Television departments. With respect to the Promotional & Highlight Videos, Host shall be solely responsible for all costs, including but not limited to production, filming, editing, distribution, and all equipment, cameras, etc.

(v) *Social Media*. Host agrees to make use of its existing assets including websites, graphics, video footage (subject to the terms of this Agreement and the Third-Party Media Agreements), and photography, and shall utilize available personnel and resources to create additional marketing collateral to assist in marketing the Event via social media. In consultation with WTC, Host shall utilize press releases, interaction with Event participants, media interviews and other marketing communications. Host shall work under the supervision of a WTC authorized social media representative to coordinate social media activities and messaging. To ensure timely and effective social media marketing, upon Host's request, WTC shall provide to Host the name and contact info for such WTC authorized social media representative.

(vi) *Press/Media*. In consultation with WTC, Host shall utilize available personnel and resources to assist in public relations efforts with local, regional and national media, by providing press releases, Event data, interviews, photos, video footage (subject to the terms of this Agreement and the Third-Party Media Agreements), and Event information to media outlets/representatives (collectively, the "Press & Media Information"). Host shall use best efforts to consult with a WTC authorized public relations representative prior to any distribution of such Press & Media Information.

(vii) *Other Marketing*. As requested by WTC and from time to time, Host shall assist WTC with other marketing strategies that are mutually agreed upon in writing by WTC and Host.

(e) **No Construction; Street Cleaning**. Unless reasonably required and unavoidable, Host shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event. Host shall be responsible (or shall establish inter-local agreements with participating cities and venues to ensure compliance by those entities for the areas under their jurisdiction) for sweeping and cleaning up all Venue areas prior to and after each Event.

(f) **Venue & Race Course Exclusivity; Condition of Race Course**. Host shall provide (or shall establish inter-local agreements with participating entities to provide) WTC with exclusive use of locations (as necessary for conducting the Event) within the Venue for purposes of staging and conducting the Races, the transition areas and infrastructure, the Expo, and all other aspects of the Events. Host shall ensure that, as necessary to conduct the Races, the Race course route (i.e., the roads, waterways, and other public spaces actually used for the Race) is closed to the public during the Races and for a reasonable period before and after the Races, and, subject to reasonable exceptions, is made exclusively available to WTC during such periods. Host shall ensure that all Race Course routes are in good condition during the Event Period. Host shall ensure that all Race routes within the Venue are in good condition during the Events.

(g) **Swim Ingress/Egress; Swim Safety; Water Quality**. Host shall ensure (or shall establish inter-local agreements with participating entities to ensure) that there is adequate ingress/egress for the swim portion of the Races. Host shall ensure a safe swim course with no boat traffic from 5:00am

to 9:30 am on Race day. Host shall provide WTC with a clean water test report the day before each Event is to be held.

(h) **Venues/Facilities**. Host shall provide (or shall establish inter-local agreements with participating entities to provide) certain areas of the St. George Town Square for the Event which shall consist of a large centralized area for run course, finish line, victory celebration area (finish area), athlete recovery area, concessions, parking, VIP hospitality, merchandise sales, spectator viewing, and pre-Race and/or post Event banquets (Dixie Center for 140.6 Events). Tents shall be provided by WTC. The Parties acknowledge that certain facilities will be required from the Tuesday before to the Tuesday immediately following each Race.

(i) **VIP Experience**. Host will work with the WTC to ensure a memorable experience for all Event VIPs.

(j) **Warehouse Space.** For each Event Host shall provide (or shall establish inter-local agreements with participating entities to provide) complimentary storage space (approximately 40,000 sq. ft. of warehouse space for each 70.3 Event and approximately 60,000 sq. ft. of warehouse space for each 140.6 Event) near the Event site to house WTC's Event equipment and supplies (the "Complimentary Storage Space"). The Complimentary Storage Space must be available to be staffed by WTC personnel to accept deliveries. Upon WTC's request Host shall make such Complimentary Storage Space available for WTC's use, provided, however, that WTC's use of the Complimentary Storage Space shall not exceed forty-five (45) days.

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EXHIBIT C

Host Sponsorship Benefits

C-1. With respect to each Event, WTC shall provide to the City of St. George (the "City") the following sponsorship benefits:

(a) **Designation**. The right to designate the City as an "Official Sponsor" of the Event in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.

(b) **Social Media**. The right to provide City-related content to WTC to be integrated into each Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the City's sponsorship.

(c) **Event-Specific Email Inclusion**. The City may provide City-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the City's logo, with a link to the City's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Four (4) complimentary sponsor hospitality passes for the Event for use by the City's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of City-branded snow fencing, paid for and provided by the City, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the City's sponsorship of the Event, periodically during the Expo and on Race day at the Venue. The City shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use a 10' x 10' space in the Expo at the Event, which Expo space may be used by the City to promote its products and services, provided that the City complies with WTC's Expo rules and regulations.

(j) **Athlete Kit Inserts**. The right to provide City-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete Race kits, volunteer kits, and media kits at the Event.

(k) **Event Entries**. Two (2) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in the Race) for use by the City's employees or representatives. The City shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold,

assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

C-2. With respect to each Event, WTC shall provide to the Washington County Convention & Tourism Office (the "Convention & Tourism Office") the following sponsorship benefits:

(a) **Designation**. The right to designate the Convention & Tourism Office as an "Official Sponsor" of the Event in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.

(b) **Social Media**. The right to provide Convention & Tourism Office-related content to WTC to be integrated into each Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the Convention & Tourism Office's sponsorship.

(c) **Event-Specific Email Inclusion**. The Convention & Tourism Office may provide Convention & Tourism Office-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the Convention & Tourism Office's logo, with a link to the Convention & Tourism Office's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Hospitality Passes**. Twenty (20) complimentary sponsor hospitality passes for the Event for use by the Convention & Tourism Office's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(f) **Snow Fencing**. Six hundred feet (600') of Convention & Tourism Office-branded snow fencing, paid for and provided by the Convention & Tourism Office, for placement by WTC at the Venue.

(g) **Public Announcer Mentions**. Public announcer mentions, acknowledging the Convention & Tourism Office's sponsorship of the Event, periodically during the Expo and on race day at the Venue. The Tourism Office shall provide the content of such announcements to WTC reasonably in advance.

(h) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(i) **Expo**. The right to use Expo space, provided that the Convention & Tourism Office complies with WTC's Expo rules and regulations. The size of the Tourism Office's Expo booths are as follows: (i) A 10' x 10' space in the Expo for discretionary use; (ii) A 10' x 20' space for sign making; and (iii) A 10' x 10' space for athlete surveys in the registration area at the Events.

(j) **Athlete Kit Inserts**. The right to provide Convention & Tourism Office-branded items (such as

coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete race kits, volunteer kits, and media kits at the Event.

(k) **Finish-Line Arch.** The opportunity to have the Convention & Tourism Office's logos prominently displayed on the finish-line arch at the Event. Two (2) logos (one on each leg) will be placed on the back of the arch directly facing the athletes and spectators.

(l) **Event Entries**. Six (6) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in the Race) for use by the Convention & Tourism Office's employees or representatives. The Convention & Tourism Office shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold, assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

C-3. With respect to each Event, WTC shall provide to the Utah Sports Commission (the "Sports Commission") the following sponsorship benefits:

(a) **Designation**. The right to designate the Sports Commission as an "Official Sponsor" of the Event in all reasonable forms of advertising and marketing. Such advertising and marketing is subject to approval by WTC.

(b) **Social Media**. The right to provide Sports Commission-related content to WTC to be integrated into each Event's social media campaign, including but not limited to, an announcement on the Event-specific Facebook pages related to the Sports Commission's sponsorship.

(c) **Event-Specific Email Inclusion**. The Sports Commission may provide Sports Commission-related content to WTC for inclusion in one (1) Event-specific email distributed by WTC to all persons who have opted-in to receive such email communications.

(d) **Logo Exposure**. Inclusion of the Sports Commission's logo, with a link to the Sports Commission's website, on the sponsorships page (or in the sponsorships section) of the Event-specific website.

(e) **Banner Ads.** The right to provide Sports Commission-related content for online banner advertisement impressions on the Event-specific website.

(f) **Athlete Guide**. The right to provide Sports Commission-related content for one (1) full page, four-color advertisement in the digital athlete guide distributed pre-race via email, produced by, or on behalf of, WTC for each Event.

(g) **Hospitality Passes**. Four (4) complimentary sponsor hospitality passes for the Event for use by the Sports Commission's employees and representatives, which passes grant access to certain selective benefits at the Event. WTC reserves the right to deny the use by any specific individual(s) of any hospitality passes.

(h) **Snow Fencing**. Six hundred feet (600') of Sports Commission-branded snow fencing, provided by the Sports Commission, for placement by WTC at the Venue.

(i) **Public Announcer Mentions**. Public announcer mentions, acknowledging the Sports Commission's sponsorship of the Event, periodically during the Expo and on race day at the Venue. The Sports Commission shall provide the content of such announcements to WTC reasonably in advance.

(j) **Dasher Boards**. Two (2) logo inclusions on WTC's Event specific host/venue dasher boards. Such dasher boards to be provided at WTC's cost.

(k) **Expo**. The right to use a 10' x 10' space in the Expo at the Event, which Expo space may be used by the Sports Commission to promote its products and services, provided that the Sports Commission complies with WTC's Expo rules and regulations.

(l) **Athlete Kit Inserts**. The right to provide Sports Commission-branded items (such as coupons, samples, gifts, literature, brochures, etc.) for placement by WTC in the athlete race kits, volunteer kits, and media kits at the Event.

(m) **Finish-Line Arch.** The opportunity to have the Sports Commission's logos prominently displayed on the finish-line arch at the Event. Two (2) logos (one on each leg) will be placed on the front of the arch directly facing the Race photographers.

(n) **Finish-Line Tape**. The opportunity to have the Sports Commission's logo displayed on the finish-line tape.

(o) **Event Entries**. Two (2) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in the Race) for use by the Sports Commission's employees or representatives. The Sports Commission shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Race, and inform the athletes of the following requirements: (i) no entry may be sold, assigned, or otherwise transferred; (ii) WTC will email online registration instructions to the athletes; (iii) each entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year; (iv) athletes must register online with WTC no later than forty-five (45) days prior to the applicable race or else the entry will be null and void, without any refund right or any other right to compensation or reimbursement; and (v) athletes must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership on-site at the race during athlete check-in.

C-4. **With respect to each Event and in addition to the sponsorship benefits above, WTC shall provide to the City, the Convention & Tourism Office, and the Sports Commission (collectively, the "Host Parties") the following sponsorship benefits:**

(a) **License of Event Photos & Videos**. Subject to the terms of this Agreement and unless otherwise agreed to by the Parties in writing, during the Term and subject to any third-party intellectual property rights therein, the Host Parties shall have a limited, non-exclusive license (a "Limited License") to use (i) any of the WTC-owned photographs of the Event as may be provided to the Host Parties by WTC (the "WTC Photos") and (ii) any photographs and/or video of the Event produced by Host (the "Host-Produced Photos & Videos") provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Events;

(ii) Such use complies fully with all guidelines of WTC's Media and Television departments, including, without limitation, inclusion of proper copyright and attribution notices;

(iii) The Host Parties may use the WTC Photos and/or Host-Produced Photos & Videos in vacation planners, marketing brochures and on the Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties use the WTC Photos or the Host-Produced Photos & Videos in connection with any merchandise, products, or services;

(iv) Upon WTC's request the Host Parties shall immediately discontinue use of any WTC Photos and/or Host-Produced Photos & Videos;

(v) The WTC Photos and Host-Produced Photos & Videos are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Photos and Host-Produced Photos & Videos shall enure solely to the benefit of WTC; and

(vi) The Host Parties shall not transfer or assign the Limited License or sub-license any of the WTC Photos or the Host-Produced Photos & Videos.

(b) **License of Event Logo**. During the Term, the Host Parties shall have a limited, non-exclusive license (the "License") to use the Event Logos, provided that:

(i) Such use is solely for purposes of promoting and advertising the Venue and the Host Parties' sponsorship of the Events;

(ii) Such use complies fully with the terms of this Agreement, including without limitation, the Trademark Standards and Usage Guidelines contained in Exhibit D;

(iii) The Host Parties may use the Event Logos in vacation planners, marketing brochures and on Host Party websites in order to publicize the Event and attract/inform participants and spectators, provided, however, that in no event may the Host Parties sell or produce any IRONMAN-branded or Event-branded merchandise, products, or services;

(iv) The Event Logos are, and shall remain, the property of WTC, and any and all rights in, to, or under the Event Logos, or any copyrights or other intellectual property of WTC, shall enure solely to the benefit of WTC;

(v) The Host Parties shall not transfer or assign the License or sub-license any of the Event Logos; and

(vi) The License expires immediately upon expiration or earlier termination of this Agreement, provided, however, that following the Term the Host Parties shall be entitled to continue to use the Event Logos for historical purposes (e.g., to make reference to the Event and their sponsorship of the Event and to showcase that they are capable of hosting large scale events).

EXHIBIT D

TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGO

Sample Event Logo

As applicable for each Event, each Event will feature one or more IRONMAN® or IRONMAN® 70.3® -branded logos customized by WTC for such Event (each, an "Event Logo"). WTC will design, create, and provide each Event Logo. The following is a sample logo for the 140.6 Event:

WTC may elect to, from time to time, modify the Event Logo by adding the name of a "title" sponsor or "presenting" sponsor to such logo.

General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC's intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRONMAN® and 70.3® are registered trademarks of World Triathlon Corporation. Used herein by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;

- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

Improper Uses of the Trademarks "IRONMAN®" and "IRONMAN® 70.3®"

- IRONMAN® must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN® should never be abbreviated as "IM."
- IRONMAN® 70.3® should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN® 70.3® triathlon").
- Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

EXHIBIT E

Restricted Sponsorship Categories

COMPRESSION APPAREL	RACE REGISTRATION
WETSUIT	WATCH/TIMING
SUNGLASSES	GPS/FITBIT
MEDALS	ON-COURSE NUTRITION
FOOTWEAR	CHARITY
ENERGY BAR	RACE PHOTOGRAPHY
ENERGY GEL	SUNSCREEN
ISOTONIC / SPORTS BEVERAGE	INSOLES
ENERGY DRINKS	RECOVERY SANDAL
RECOVERY BEVERAGE	RECYCLING/GARBAGE/WASTE MANAGEMENT
SUPPLEMENTS	ONLINE TRAINING PLATFORM
CELL PHONE CASE	BEER
HEADPHONES	HOTEL
LIFESTYLE APPAREL	TRAVEL PARTNER
PERFORMANCE APPAREL	QUICK SERVE RESTAURANT
SWIM APPAREL & ACCESSORIES	BIKE APPAREL & ACCESSORIES