



SPONSORSHIP AGREEMENT

Sponsorship Agreement (the "Agreement") is effective _____

BETWEEN: **Robo RITA, Inc. with the brand *Highway to Health*** (the "Organizer"), a company organized and existing under the laws of the State of Nevada, and authorized to do business in the State of Arizona, with its head office located at:

625 W. Southern Ave. Suite E, Mesa, AZ 85210

AND: _____ (the "Sponsor"), a company organized and existing under the laws of the State of _____, with its head office located at:

WHEREAS, Robo RITA, Inc. and the Highway to Health brands, the "Organizers", has the exclusive right to organize and conduct a Fitness Challenge event which is to be held May 16, 2025 and to be known as H2H LIVE (H2H LIVE); and

WHEREAS, Sponsor has determined to provide financial support for H2H LIVE event in exchange for certain promotional rights to be provided by Organizers;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. OFFICIAL STATUS

Organizer grants to Sponsor the right during the Term of this Agreement to use Organizer's Trademarks (Robo RITA and Highway to Health) as described herein in advertising and promoting Sponsor's Products and/or Services as defined herein and to refer to such Products and/or Services as an "Official Sponsor" of H2H LIVE event event.

2. ADVERTISING AND PROMOTION

2.1.

Subject to Organizer's rights of approval as described in this Agreement, Sponsor shall have the right to use Organizer's Trademarks and Service Marks in advertising and promotional activities as it deems desirable during the term of this Agreement.

2.2.

Organizer shall use its best efforts to provide the following rights to Sponsor during the Term of this Agreement:

The right to sell Products and/or Services at the Site of H2H LIVE event event;

- 2.2.1 The right to have banners on center stage or at the entrance, such banners to be provided by Organizer and to be of a size and design chosen by Organizer and placed in accordance with Organizer's directions;
- 2.2.2 The right to have _____ additional signs at locations specified by Organizer and at a distance of at least three feet from other signage, such signs to be provided by Organizer;
- 2.2.3 The right to signage on all courtesy vehicles, if any, used by Organizer in connection with H2H LIVE event;
- 2.2.4 The right to credit as follows in all print advertising _____ placed by Organizer in connection with H2H LIVE event;
- 2.2.5 The right to have Sponsor's Trademarks and/or Service Marks on stationery, business cards, and other brochures used by Organizer in connection with the promotion of H2H LIVE event;
- 2.2.6 The right to have Sponsor's name and/or Trademarks and/or Service Marks on authorized number or percentage of each type of all official merchandise authorized by Organizer;
- 2.2.7 The right to be named in all press releases issued by Organizer where applicable and in accordance with the level of Sponsorship;
- 2.2.8 The right to sell or give away promotional merchandise in connection with advertising or promoting H2H LIVE event, but only in compliance with Paragraph 8 of this Agreement;
- 2.2.9 The right to purchase advertising spots on network cable or other television broadcasts of H2H LIVE event licensed by Organizer to the extent permitted in Organizer's broadcast license agreement;
- 2.2.10 The right to opening and closing audio and video billboards in all television and online coverage where applicable, to the extent permitted by the station licensed by Organizer to cover H2H LIVE event;
- 2.2.11 The right to advertising in the official program authorized by Organizer;
- 2.2.12 The right to use film clips (not to exceed five minutes in length) of past H2H LIVE events organized by Organizer for advertising and promotion, subject to prior approval;
- 2.2.13 To use film clips (not to exceed five minutes in length) of this H2H LIVE event for purposes of advertising Sponsor's involvement with H2H LIVE event; and
- 2.2.14 The right to erect a courtesy tent or host a similar area at the site of H2H LIVE event Celebration at a location designated by Organizer.

3. SPONSORSHIP FEES

In consideration of the full performance by Organizer of all its obligations hereunder and of all rights granted hereunder to Sponsor, Sponsor shall pay to Organizer the total sum of _____ payable as follows:

Title Sponsor: (*limit 1) [] \$15,000 - 1 Event [] \$13,500 – x 2 Events

Platinum Sponsor: [] \$7,500 - 1 Event [] \$6,750 – x 2 Events

Gold Sponsor: [] \$4,000 - 1 Event [] \$3,600 – x 2 Events

Silver Sponsor: [] \$2,000 - 1 Event [] \$1,800 – x 2 Events

Standard Booth: [] \$750 - 1 Event [] \$675 – x 2 Events

Premium Booth: : [] \$1,250 - 1 Event [] \$1,125 – x 2 Events

Event App: [] \$2,500 - 1 Event [] \$2,250 – x 2 Events

Floor Stickers (5): [] \$1,000 - 1 Event [] \$900 – x 2 Events

Breakout Rooms: [] \$3,500 - 1 Event [] \$3,150 – x 2 Events

Lanyard Sponsor: [] \$4,000 - 1 Event [] \$3,600 – x 2 Events

Happy Hour: [] \$5,000 - 1 Event [] \$4,500 – x 2 Events

by payment acceptable to Organizer, which sum shall be due and payable within seven (7) days after the execution of this Agreement. If sponsorship fee is not paid within seven days, the sponsorship spot shall be put back into inventory, and shall be made available to other sponsors.

4. OPTION TO RENEW

Organizer hereby grants to Sponsor the right to renew its Official Sponsorship hereunder on the same terms and conditions as contained herein (except that the Sponsorship Fee described in Paragraph 3 shall be and shall be paid on a mutually agreeable schedule similar to the one set forth in Paragraph 3. Sponsor shall exercise said option, if at all, by giving Organizer written notice thereof within 60 days prior to the expiration of the Term of this Agreement. In H2H LIVE event that Sponsor does not exercise such option, the exclusivity described in Paragraph 5 shall nonetheless continue for the period of 60-days prior to the event, or the completion of H2H LIVE event, whichever comes first.

5. EXCLUSIVITY

Organizer represents and warrants that it will not authorize any seller of any product and/or service competitive to the Products and/or Services or antithetical or incompatible with the Products and/or Services to be an Official Title or Diamond Sponsor to be associated in any way with H2H LIVE event (including on-site signage and concessions when applicable). Organizer shall have the right to approve all other Sponsors and Suppliers. If Organizer proposes a potential Sponsor or Supplier that makes goods or offers services similar to those of Sponsor but proposes to promote goods and services that are not competitive to any product or service made by Sponsor, then Sponsor will not unreasonably withhold its approval of said sponsor or supplier.

6. TRADEMARKS

Sponsor's Trademarks and Service Marks, label designs, product identifications, artwork, and other symbols and devices associated with Sponsor Products or Services (Sponsor's Trademarks Service Marks) are and shall remain Sponsor's property and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks or Service Marks through federal US registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements. Organizer is hereby authorized to use Sponsor's Trademarks and Service Marks in advertising and promoting H2H LIVE event during the Term of this Agreement provided Sponsor shall have the right to approve all format of such uses in writing in advance. Organizer shall submit materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within seven business days after receipt thereof, then Sponsor shall be deemed to have approved such materials. The right to use Sponsor's Trademarks is nonexclusive, non-assignable, and nontransferable. All uses by Organizer of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

Organizer's Trademarks and Service Marks, designs, artwork, and other symbols and devices associated with H2H LIVE event (Organizer's Trademarks and Service Marks) are and shall remain Organizer's property and Organizer shall take all steps reasonably necessary to protect Organizer's Trademarks and Service Marks] through federal US registration and foreign registration as it deems desirable and through reasonable prosecutions of infringements. Sponsor is hereby authorized to use Organizer's Trademarks and Service Marks in advertising and promoting the Products and Services during the Term of the Agreement, provided Organizer shall have the right to approve all format of such uses in writing in advance. Sponsor shall submit materials to Organizer in writing and if Organizer does not approve or reject such materials in writing within seven business days after receipt thereof, then Organizer shall be deemed to have approved such materials. The right to use Organizer's Trademarks and Service Marks is nonexclusive, non-assignable, and nontransferable. All uses by Sponsor of Organizer's Trademarks and Service Marks shall inure solely to the benefit of Organizer.

Sponsor hereby gives authorization to Organizer to manufacture, sell, or promote the manufacture and/or sale of any promotional or other merchandise that bears Sponsor's Trademarks or Service Marks and this Agreement provides Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise that bears Organizer's Trademarks only in accordance with Paragraph 7.

7. MERCHANDISING

Organizer represents and warrants that all merchandise authorized by it to bear the Organizer's Trademarks or Service Marks or to be associated with H2H LIVE event (H2H LIVE-Related Merchandise) shall be of high standard and of such style, appearance, and quality as to suit the best exploitation of H2H LIVE event and shall be free from product defects and shall be merchantable and suited for its intended purpose. Organizer shall indemnify and hold harmless Sponsor and Sponsor's officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government procedures, costs, and expenses, including reasonable attorney fees and costs of suit arising out of the failure of this warranty. All H2H LIVE-Related Merchandise that also bears Sponsor's Trademarks and/or Service Marks shall include appropriate notice of any applicable trademark, service mark, or copyright relating to Organizer's Trademarks and Service Marks or Sponsor's Trademarks and Service Marks. Each party shall reasonably determine what constitutes appropriate notice for its respective Trademarks and Service Marks and copyrights.

7.1

Sponsor shall have the right in connection with its advertising and promotion of the Products and Services during the Term to produce and sell H2H LIVE-Related Merchandise, provided it also bears Sponsor's Trademarks and Service Marks. Such merchandise shall be subject to Organizer's approval, which shall not be unreasonably withheld.

7.2

If Sponsor desires to sell H2H LIVE-Related Merchandise for which Organizer has authorized a license, and Sponsor desires to purchase such merchandise from such licensee, then Organizer shall require such licensee to sell such merchandise to Sponsor without Organizer's royalty thereon. Organizer and such licensee shall inform Sponsor in a statement signed by one of each of their respective officers of the amount of Organizer's royalty thereon.

7.3

If Sponsor manufactures or causes to be manufactured its own H2H LIVE-Related Merchandise, Sponsor represents and warrants that such merchandise shall be free from defects and merchantable and fit for its particular purpose. Sponsor shall indemnify and hold harmless Organizer and Organizer's officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government proceedings, costs, and expenses, including reasonable attorney fees and costs of suit, arising out of the failure of this warranty.

8. WARRANTIES

8.1. Organizer represents and warrants that:

- 9.1.1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.
- 9.1.2. Organizer's Trademarks and Service Marks do not infringe the trademarks or trade names or other rights of any other person.
- 9.1.3. It has all government licenses, permits, or other authorizations necessary to conduct H2H LIVE event as contemplated under this Agreement.
- 9.1.4. It will comply with all applicable laws, regulations, and ordinances pertaining to the promotion and conduct of H2H LIVE event.

8.2. Sponsor represents and warrants that:

- 9.2.1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.
- 9.2.2. Sponsor's Trademarks and Service Marks do not infringe the trademarks or trade names of any other person.
- 9.2.3. It has all government licenses, permits, or other authorization necessary to conduct its business.

9. INDEMNITY

Each party will indemnify, defend, and hold harmless the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by it or any act or omission by it in the performance of this Agreement or the purposes hereof.

Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand, action, or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligation of each of the parties under this paragraph and Paragraph 10.

10. INSURANCE

Each party hereunder shall obtain and maintain at its own expense, during the term of this Agreement and for a period of two years following H2H LIVE event, a standard Comprehensive General Liability Policy written by a US insurance company in the face amount of \$1 million, which policy shall (i) specifically cover such party's incidental contractual obligations; (ii) provide standard product liability protection and (iii) list the other as a named insured. Such insurance shall be in a form reasonably acceptable to counsel for the other and shall require the insurer to give the other at least seven days' prior written notice of any modification or cancellation. Each party shall provide the other with such evidence of coverage as may be reasonably acceptable to the other within seven days following the execution of this Agreement.

11. TERM AND TERMINATION

11.1.

This Agreement shall become effective on the date first above written and shall expire one year from the execution date, unless terminated earlier or renewed pursuant to the terms hereof.

11.2.

Without prejudice to any other rights or remedies that Organizer may have, Organizer may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following H2H LIVEs shall occur:

Sponsor shall fail to comply with Paragraph 7 hereof in any respect and fail to cure the same within 30 days of receipt of notice of such failure.

Sponsor shall (i) make an assignment for the benefit of creditors; (ii) be adjudicated bankrupt; (iii) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts, or for any other relief under Title (whichever is applicable of the US Code or any successor or other federal or state insolvency law United States Bankruptcy Law; (iv) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, or readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within seven days; or (v) shall apply for or permit the appointment of a receiver or trustee for its assets.

Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within seven days after it received written notice of such default from Organizer; or any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

Without prejudice to any other rights or remedies that Sponsor may have, Sponsor may terminate this Agreement immediately by delivery of notice to Organizer if at any time (i) Organizer shall fail to comply with Paragraph 7 hereof in any respect and fails to cure the same within seven days of receipt of notice of such failure; (ii) any of H2H LIVE events described in Subparagraph (3) above shall occur with

respect to Organizer; (iii) Organizer shall default under any provision of this Agreement and shall have failed to cure such default within seven days after it shall receive written notice of such default from Sponsor; or (iv) any of the representations or warranties made by Organizer in this Agreement shall prove to be untrue or inaccurate in any material respect.

12. CANCELLATION AND PREEMPTION

In the event that H2H LIVE event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, or similar cause beyond the control of the parties, then Sponsor shall be entitled to a refund of 50% of the Sponsorship Fee. Organizer will provide adequate rain, cancellation, and preemption insurance to cover its obligations hereunder.

13. ARBITRATION

The parties agree that any dispute between them arising out of, based on or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the US Arbitration Association. Such arbitration shall be held in Maricopa County, Arizona. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Trademarks or Service Marks.

14. MISCELLANY

14.1. Confidentiality

The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party.

14.2. No Joint Venture or Partnership

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between Organizer and Sponsor.

14.3. Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

14.4. Notices

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex:

If to Sponsor, to: _____
If to Organizer, to: c/o Robo RITA, Inc. 625 W. Southern Ave. Suite E, Mesa, AZ 85210

or such other address as either party may designate in writing to the other party for this purpose.

14.5. Governing Law and Consent to Jurisdiction

This Agreement is subject to and shall be construed in accordance with the laws of the State of Arizona and Sponsor consents to jurisdiction in the state and federal courts located in Maricopa County, Arizona and hereby waives personal service. Organizer hereby appoints the ambassador and any consul or vice consul from the United States as its agent for the receipt of process hereunder.

14.6. Non-assignment

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

14.7. Complete Agreement

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.

14.8. Binding Agreement

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ORGANIZER

SPONSOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

Sponsor Levels and Highlights

Highlights	Scenic Route	Fast Lane	Expressway	Title
Sponsor Fee	\$2,000	\$4,000	\$7,500	\$15,000
10x10 STANDARD booth	✓	✓	✓	✓
10x10 PREMIUM booth			✓	✓
Website - Sponsor Group	Scenic Route Row	Fast Lane Row	Expressway Row	Company Highlight
Logo on Event Materials	✓	✓	✓	✓
Social Media Mentions	1	3	5	8
Contact List of Attendees	✓	✓	✓	✓
Promo Materials in Swag Bag	✓	✓	✓	✓
Sponsor Guide - by Sponsor Level	✓	✓	✓	✓
Podcast Interview	✓	✓	✓	✓
Email Blasts Recognition	1	3	5	8
Breakout Session		✓	✓	✓
Total Available Sponsor Slots	8	6	4	1

ADDITIONAL BRANDING	Fee	Description
Booth Only (Standard) 10x10	\$750	One 10x10 booth in a standard location.
Booth Only (Premium) 10x10	\$1,250	One 10x10 booth in a higher traffic, premium location.
Event App Sponsorship	\$2,500	Exclusive branding on the app used by attendees.
Floor Stickers 5 stickers	\$1,000	Set of 5 branded stickers placed in high-traffic areas.
Breakout Room Naming Rights	\$3,500	Branding the breakout session rooms with name and logo.
Lanyard Sponsorship	\$4,000	Sponsor's logo on all attendee lanyards.
Networking Happy Hour Sponsorship	\$5,000	Branding during the happy hour with signage and brief remarks.

Please refer to the appropriate discounts for sponsoring multiple events listed in Paragraph 3.