

HOLISTIQUE, LLC
CARE EXPERT ACCESS MEMBERSHIP AGREEMENT
(CEA Organizational Membership)

EMERGENCY NOTICE:

Holistique LLC is not equipped for emergency services. In any emergency, call 911 immediately. Surveillance is active but not monitored in real time. During non-staffed hours, no Holistique staff are present and Holistique has no duty to aid.

Holistique's Care Expert Access Program is designed to give care-centered organizations structured, professional access to therapeutic sauna sessions within the Breathesuites environment. This model allows providers to integrate restorative sauna-based experiences into their client programming while maintaining clear boundaries around responsibility, scope, and use.

For purposes of this Agreement, "CEA Guest" means any patient, participant, resident, member, or client of the Care Expert who is brought into the Studio under this Agreement. CEA Guests are not clients of Holistique and do not enter into any agreement directly with Holistique. No independent contractual, therapeutic, medical, or service relationship is created between Holistique and any CEA Guest.

1. THE BREATHEsuitES: THERAPEUTIC SAUNA EXPERIENCE

Holistique's Breathesuites are private therapeutic sauna suites combining three complementary wellness modalities into a single, immersive session, designed to support physiological restoration, stress regulation, and overall vitality in a private, appointment-based environment.

Three Modalities, One Experience

Far Infrared Sauna. Infrared heat penetrates tissue at a deeper level than conventional sauna, creating a passive cardiovascular conditioning effect without the need for exertion. Research-informed applications include support for musculoskeletal comfort, circulation, relaxation response, and nervous system downshifting.

Dry Salt Therapy (Halotherapy). Pharmaceutical-grade dry salt aerosol is dispersed throughout the suite during each session via an integrated HaloGX™ halogenerator. Halotherapy is used as a research-informed supportive modality for respiratory comfort, airway hygiene, and creation of a calming, grounding environment.

Red Light Therapy (Photobiomodulation). Specific wavelengths of red and near-infrared light are delivered during the session to support mitochondrial function, cellular energy production, tissue recovery, and skin health. Photobiomodulation represents a research-informed approach with a growing evidence base.

Wellness Applications

Breathesuite sessions are supportive and non-clinical. They are intended to complement, not replace, medical care or licensed therapeutic services. Wellness applications include:

- Muscular release, physical comfort, and recovery support
- Nervous system regulation and stress reduction
- Respiratory ease and comfort
- Circulatory stimulation through passive heat exposure
- Cellular energy support and tissue recovery
- Skin health and collagen density
- General vitality and restorative rest

Holistique does not make medical claims regarding therapeutic outcomes. All benefits described are research-informed applications consistent with general wellness practice. Results are individual and are not guaranteed.

Suite Details

Holistique operates HaloSauna™ units: a two-person private suite and a four-person wheelchair-accessible suite. All suites are private and climate-controlled.

- 2-Person Suite: Interior dimensions 47" x 44", bench height 20"
- 4-Person Wheelchair-Accessible Suite: Interior 71" x 61", 36" door opening, 1:12 ramp slope

Sessions are available by appointment. CEA Members have 24/7 online booking access during the membership term. CEA access covers Breathesuite sessions only and does not include access to Provider-delivered wellness services unless a separate written agreement between the Care Expert and Holistique expressly provides otherwise.

2. HSA/FSA USE FOR BREATHEsuite SESSIONS

Health Savings Accounts (HSA) and Flexible Spending Accounts (FSA) allow eligible individuals to use pre-tax funds for qualified medical expenses as defined by the IRS and their specific plan administrator.

Potential Eligibility

Breathesuite sessions are not classified as general spa or luxury services. However, eligibility for HSA/FSA reimbursement is not automatic and is determined solely by each individual's plan administrator. Sauna and heat-based therapies may be eligible when deemed medically necessary for the treatment or management of a diagnosed health condition.

Letter of Medical Necessity

Most HSA/FSA plan administrators require a Letter of Medical Necessity (LMN) from a licensed healthcare provider before approving reimbursement for sauna therapy. To be valid, an LMN must: be written by a licensed healthcare provider (MD, DO, NP, PA; some plans may accept other licensed providers); state a specific diagnosed medical condition; recommend sauna or heat therapy as part of treatment or symptom management; specify recommended duration and/or frequency when applicable; and be signed and dated by the issuing provider. Clients are solely responsible for obtaining, maintaining, and submitting their own LMN to their plan administrator. Holistique does not generate, review, or submit LMNs on behalf of clients.

Payment and Reimbursement

Holistique operates a reimbursement-based model for HSA/FSA use. Clients pay at the time of service. Upon request, Holistique provides a detailed receipt including business name and address, client name and date of service, description of service, and amount paid. Clients submit receipts directly to their HSA/FSA administrator. Holistique does not submit claims, communicate with administrators on behalf of clients, or make eligibility determinations. Denial of reimbursement does not qualify for a refund from Holistique. Holistique team members are not permitted to provide HSA/FSA, tax, or benefits advice.

3. SCHEDULING, CANCELLATION, RESCHEDULING, AND LATE ARRIVAL

Holistique is a fee-for-service business. Open appointment slots generate no revenue and directly impact availability for other clients. All clients and CEA Members are asked to provide advance notice whenever possible.

Breathesuite Session Cancellation Policy

- 12-hour advance notice is required to cancel or reschedule a Breathesuite session.
- CEA Members may cancel or reschedule online via their account portal or by calling (719) 204-4736.
- Cancellations with less than 12 hours' notice and all missed sessions result in forfeiture of that session credit from the monthly allotment. Forfeited credits do not roll over.
- Rescheduled sessions are subject to availability and are not guaranteed.

Late Arrival Policy

Sessions are reserved specifically for the scheduled time. If a CEA Guest arrives late, the session may be shortened to accommodate other scheduled clients. The full session credit is forfeited regardless of late arrival. CEA Guests should arrive at the scheduled time; early arrival without a confirmed booking is not permitted.

4. PRICING, BILLING, AND PAYMENT TERMS

Direct Pay Model

Holistique does not accept insurance. By executing this Agreement, the Care Expert acknowledges and agrees that the CEA Client is responsible for all payments out of pocket. Insurance claims and superbills may not be submitted for Holistique services. Current pricing is available at HolistiqueByDesign.com.

Taxes and Fees

Applicable local, state, and federal taxes may be added to charges in accordance with applicable law. In accordance with the Village at Jackson Creek PIF Property Covenant and Lease Agreement with Marbal Properties, LLC, a Public Improvement Fee (PIF) of 2.00% applies to all PIF Sales and 5.00% applies to all Lodging Sales, as defined by the applicable covenant. The Care Expert agrees to pay all applicable taxes and fees.

Payment Methods and Authorization

Holistique accepts ACH transfer, electronic funds transfer (EFT), and major credit or debit cards. All payments are processed through Holistique's designated third-party payment processor. The Care Expert authorizes Holistique and its payment processor to charge the designated payment method for all amounts due under this Agreement. Holistique does not store full payment card numbers or banking credentials; all payment information is processed and stored by the payment processor in compliance with applicable PCI DSS standards.

The Care Expert must maintain current and valid payment information on file at all times. Declined, reversed, or returned payments do not relieve the Care Expert of payment obligations. Services may be suspended until payment is resolved. If a payment is returned for any reason, a return fee of up to \$50.00 or the maximum NSF fee permitted by applicable law, whichever is higher, will be assessed.

Payment Timing

The first month's CEA Membership Dues are charged at the time of signing. Subsequent dues are billed automatically every thirty (30) days from the Effective Date for the duration of the membership term.

Non-Voluntary Legal Proceedings

Holistique providers and staff do not voluntarily participate in court proceedings. If subpoenaed, providers may charge their full current hourly rate plus travel, mileage, per diem, and lodging costs, payable in advance.

CEA Membership Tiers

Tier	Monthly Dues	Session Credits / Month
SUPPORT.	\$1,100.00	15 Sessions
GROWTH.	\$1,300.00	20 Sessions
ANCHOR.	\$1,500.00	25 Sessions

Per-session rates shown above are calculated for reference only. All billing is at the flat monthly membership rate for the elected tier. Session credits do not roll over to subsequent months. Unused credits are forfeited at the end of each billing cycle unless otherwise specified in writing.

5. STUDIO USE, CONDUCT, AND EXPECTATIONS

The following expectations apply to all CEA Clients, CEA Guests, and any representatives of the Care Expert organization during use of the Studio. Violations may result in suspension of services or termination of this Agreement.

Prohibited Items and Conduct

- Drugs, alcohol, and firearms or weapons of any type are strictly prohibited on the premises at all times.
- Horseplay, disruptive conduct, profanity, or any behavior that interferes with the wellness environment is prohibited.
- Tampering with or damaging Studio equipment, saunas, electronics, or property is strictly prohibited.
- Unauthorized outside business solicitation is not permitted.
- Sexual harassment or unlawful discrimination of any kind will not be tolerated.
- Chewing gum, candy, and outside food are prohibited in the Studio. No exceptions.

Dress and Cleanliness

Appropriate attire (shirts, pants, and shoes) must be worn in all common areas at all times. During Breathesuite sessions, appropriate personal hygiene is expected. Clothing or conduct deemed inappropriate by Holistique may result in removal from the premises.

Equipment and Property

All Studio equipment and supplies must be returned to designated areas after use. Clients must use provided cleaning supplies to wipe down equipment after use. Personal belongings must be stored appropriately and kept clear of heaters. The Studio is not responsible for loss or damage to personal property on the premises.

Contagious Illness Policy

CEA Guests who are experiencing symptoms of a contagious condition (cold, influenza, fever, active infection, or contagious skin condition) must not enter the Studio. The Care Expert is responsible for ensuring guests are screened for illness prior to scheduled sessions. Holistique should be notified promptly and the session rescheduled once the condition has resolved.

Client Statement of Health

The Care Expert warrants that each CEA Guest has been screened for health conditions that would be aggravated by use of the Breathesuites and that the Care Expert has made appropriate suitability determinations for each Guest prior to the session. The Care Expert agrees to immediately notify Holistique if any Guest develops a health condition affecting suitability for studio use.

6. STUDIO SECURITY, SURVEILLANCE, AND ACCESS

Surveillance

Holistique's Studio is equipped with a 24/7 continuous video surveillance system powered by Verkada, a professional cloud-based security platform. Surveillance cameras are active at all times throughout common areas, including entry points and shared spaces. By accessing, using, or entering the Studio in any capacity, all CEA Clients, CEA Guests, and Care Expert representatives expressly acknowledge and consent to being recorded. Recorded footage is retained in accordance with applicable law and Holistique's internal security policies and may be reviewed in connection with security incidents, policy violations, or legal proceedings. Surveillance footage is not monitored in real time and does not constitute emergency response capability.

Access Credentials

All access credentials issued by Holistique — including mobile access passes, PIN numbers, and biometric credentials — are issued to the named individual or organization only and may not be shared, transferred, or provided to any other person. Unauthorized transfer of access credentials is a material breach of this Agreement. Use of access credentials outside of a confirmed, scheduled reservation is strictly prohibited. Unauthorized, unscheduled, or improper use of access credentials constitutes a material breach and will result in immediate termination without refund. Holistique reserves the right to report unauthorized access to law enforcement. Unauthorized entry may constitute criminal trespass under Colorado law (C.R.S. § 18-4-502 et seq.).

Background Screening

CEA Guests are not granted independent Studio access and are therefore not subject to the individual background screening requirement applicable to direct members. The CEA Client retains full responsibility for verifying the suitability of any Guest brought onto the premises. Authorized representatives of the Care Expert organization who are granted independent access credentials are subject to Holistique's standard background screening requirement.

7. WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION

Heated Service and Infrared Exposure Consent

The Care Expert acknowledges and agrees that use of the Breathesuites, including infrared sauna, halotherapy, and red light therapy, is subject to the following health considerations. Participation is not recommended for and should not be undertaken by:

- Individuals with a history of chronic disease, prior heat stroke or heat stress, dizziness, fainting spells, narcolepsy, or seizure disorders.
- Individuals with cardiovascular disease or conditions, including but not limited to aneurysm, angina, atherosclerosis, congenital heart disease, high blood pressure, or history of stroke.
- Individuals who have consumed alcohol or stimulant substances (e.g., amphetamines, cocaine) prior to a session.
- Children, pregnant or nursing women, or individuals with heat-sensitive medical conditions.
- Individuals taking cardiac drugs, beta-blockers, anticholinergic or antimuscarinic medications (including medications prescribed for Parkinson's disease or as adjuncts to antipsychotic treatment), as these medications may impair the body's heat dissipation mechanisms.

If any of the above conditions apply to a CEA Guest, the Care Expert must obtain a signed, dated letter from a licensed physician on official letterhead confirming medical clearance for participation before that Guest may use the Breathesuites. Pregnant women, elderly guests, and those with hypertension or hypotension must have physician guidance before participating.

Stop Use Immediately If Any of the Following Occur

- Sudden or severe fatigue
- Nausea, dizziness, or lightheadedness
- Fainting or near-fainting; shortness of breath
- Cessation of sweating accompanied by dry, hot skin
- Chest pain, pressure, tightness, or elevated heart rate
- Unexplained irritability, malaise, or flu-like symptoms

Seek medical treatment immediately if any of the above symptoms occur. Call 911 in any emergency.

Assumption of Risk

The Care Expert, on behalf of itself and each CEA Guest it brings to the Studio, voluntarily assumes full responsibility for all risks of loss, property damage, or personal injury, including death, arising from use of the Breathesuites and all Studio equipment, whether caused by the negligence of Holistique or otherwise. The Care Expert acknowledges the duty to exercise ordinary care for the protection of its Guests and other clients and staff.

Waiver and Release of Liability

The Care Expert, on behalf of itself and each CEA Guest, fully, completely, and forever releases Holistique LLC and its owners, directors, shareholders, partners, managers, members, officers, agents, employees, insurers, successors, assigns, and affiliated companies ("Released Parties") from any and all claims, demands, damages, losses, liabilities, costs, and causes of action arising from use of the Studio, Breathesuites, or any equipment therein, including claims for bodily injury, illness, disease, or death, and for loss or damage to personal property. This release applies regardless of whether the claim arises from the sole or concurrent negligence of any Released Party.

Indemnification and Hold Harmless

The Care Expert agrees to indemnify, defend, and hold harmless Holistique LLC and its officers, directors, owners, members, employees, agents, affiliates, assigns, and successors ("Indemnified Parties") from and against all claims, liabilities, damages, costs, expenses, and reasonable attorneys' fees arising from: (i) the Care Expert's or any CEA Guest's acts, omissions, or conduct on or surrounding the premises; (ii) the Care Expert's or any Guest's violation of any Holistique policy; (iii) the Care Expert's or any Guest's breach of representations or warranties in this Agreement; (iv) the Care Expert's professional services to any Guest; or (v) the Care Expert's failure to screen or determine suitability for heated service participation.

Equipment and Facility Damage

The Care Expert is liable for all costs associated with any damage to the Studio, Breathesuites, or any equipment therein resulting from the Care Expert's or any CEA Guest's willful actions, negligence, or recklessness.

8. CEA GUEST ACCESS, SUPERVISION, AND RESPONSIBILITY

Authorized Guest Access

Pursuant to this fully executed Agreement, the Care Expert is authorized to bring its own patients, participants, residents, or clients ("CEA Guests") into the Studio solely for participation in Breathesuite sessions under the CEA Program.

No Separate Holistique Agreement Required

CEA Guests are not required to execute Holistique's standard Client & Guest Agreement, provided that: the CEA Client maintains an active CEA Agreement in good standing; the CEA Guest is receiving services or programming directly from the CEA Client; the CEA Guest remains under direct supervision of the CEA Client at all times while on the premises; and the CEA Client has obtained and maintains a written agreement with each Guest that includes all participation rules and expectations and a full release and waiver of liability in favor of Holistique LLC, its owners, members, officers, employees, contractors, and affiliated providers for all claims, injuries, or losses arising from the Guest's presence or use of the Breathesuites.

Supervision Requirements

The Care Expert acknowledges and agrees that:

- A designated authorized representative of the CEA Client must be physically present in the Studio during the Guest's entire time onsite.
- Guests may not be left unattended at any time.
- Guests may not access any Studio area independently.
- Guests will not be issued independent access credentials of any kind.
- Guests may not remain in the Studio before or after the CEA Client's supervised session time.
- Guests are prohibited from accessing the Studio during non-staffed hours unless the CEA Client's authorized representative is physically present.

CEA Client Assumption of Responsibility

Holistique provides facility access only. The Care Expert acknowledges and agrees that: Holistique does not supervise, assess, monitor, or direct CEA Guest use of the Breathesuites; the Care Expert is solely responsible for intake, medical screening, suitability determinations, and monitoring of each Guest; the Care Expert assumes full professional, supervisory, and custodial responsibility for each Guest while on premises; and the Care Expert assumes full responsibility for any injury, adverse reaction, property damage, or incident involving a CEA Guest.

No Independent Rights Created

Nothing in this Agreement creates: membership rights for CEA Guests; independent client status between Holistique and any Guest; or a direct duty of care owed by Holistique to any Guest beyond maintenance of the physical premises in accordance with applicable law. CEA Guests are present solely within the CEA Client's programming and under the CEA Client's authority.

No Medical Referral or Co-Treatment Relationship

Participation in the CEA Program does not establish a medical referral relationship, co-treatment arrangement, partnership for healthcare service delivery, or shared liability for treatment outcomes. Holistique is a wellness facility and is not providing medical treatment, diagnosis, or clinical supervision to CEA Guests.

Medical Documentation

All physician clearance documentation, intake forms, and health disclosures for CEA Guests shall be obtained and maintained exclusively by the Care Expert. Such documentation shall not be submitted to Holistique. Holistique will not collect, review, or maintain medical documentation for CEA Guests.

9. CEA MEMBERSHIP: STRUCTURE AND TERMS

The Care Expert Access Membership grants the Care Expert organization pooled monthly Breathesuite access under a single organizational account. CEA access is subject to availability and is governed by this Agreement.

Initial Term

The CEA Membership Initial Term is six (6) months, commencing on the Effective Date. The first month's CEA Membership Dues are charged at signing. Subsequent dues are billed automatically every thirty (30) days from the Effective Date. The Initial Term is satisfied upon completion of six (6) full 30-day billing cycles.

Three-Day Right to Cancel

The Care Expert may cancel within three (3) business days of enrollment by providing written notice before midnight on the third business day, including an authorized signature. Holistique will refund any payments made for services not rendered within thirty (30) days. Sessions used prior to cancellation will be charged at the then-current non-membership rate.

Auto-Renewal

Following the Initial Term, the CEA Membership renews automatically on a month-to-month basis at the then-current rate unless terminated in accordance with this Agreement.

Termination After Initial Term

After the Initial Term, the Care Expert may terminate at any time without penalty by providing written notice at least five (5) calendar days prior to the next billing cycle. All outstanding balances must be paid in full. Access continues through the end of the final paid month. Any associated discounts will be forfeited upon termination.

Early Termination

Termination prior to the end of the Initial Term requires five (5) calendar days' written notice before the next billing cycle and results in an early termination fee of \$99.00. The Parties acknowledge that this fee is a reasonable administrative charge and is not intended as a liquidated damages provision. All outstanding balances must be paid in full. Re-enrollment fees may apply.

Early Termination Exceptions

Relocation. If the CEA Client relocates more than 50 miles from the Studio, the membership may be terminated without penalty upon providing proof of relocation.

Death or Disability. If the named representative of the CEA Client becomes unable to fulfill the membership due to qualifying disability or death, the membership may be terminated without penalty. Holistique is entitled to payment for sessions used prior to onset of the qualifying event.

Membership Freeze

The Care Expert may request a freeze in calendar-month increments not exceeding three (3) months per calendar year by written request to Holistique. Frozen months do not count toward the Initial Term. During a freeze: monthly dues are suspended; session credits are also suspended and do not accrue; no session credits are issued, held, or rolled over during the freeze period; and access credentials remain inactive. The freeze period ends on the first day of the calendar month following the approved freeze period, at which point normal billing and session credit accrual resume.

Session Credits

Session credits are issued monthly at the start of each billing cycle in the quantity corresponding to the elected tier. Credits do not roll over to subsequent months and are forfeited at the end of each billing cycle regardless of use. Session credits have no cash value and are not refundable.

Dues During Initial Term

CEA Membership dues will not change during the Initial Term. After the Initial Term, dues may change with fourteen (14) days' written notice.

Delinquent Accounts

If dues are not collected on the billing date, a five (5) day grace period applies. After five days, the account enters delinquent status and access is suspended until dues are paid in full. If three (3) consecutive billing cycles go unpaid, the membership is automatically cancelled and the early termination fee applies.

Changes to Membership Terms

Holistique may modify CEA Membership terms with fourteen (14) calendar days' written notice. Continued use of the membership after the effective date of changes constitutes acceptance.

10. CARE EXPERT REPRESENTATIONS, COMPLIANCE, AND INSURANCE

The Care Expert represents, warrants, and covenants to Holistique that:

Organizational Standing. The Care Expert is duly organized, validly existing, and in good standing under the laws of its state of formation, and is legally authorized to provide the services it delivers to its clients.

Licensure and Credentialing. The Care Expert and all its owners, employees, contractors, and representatives who provide services to Guests maintain all licenses, certifications, registrations, and credentials required by applicable law. All credentials are and shall remain active and in good standing throughout the term of this Agreement.

Scope of Practice Compliance. All services delivered by the Care Expert to its Guests are performed strictly within the applicable professional scope of practice and in compliance with all governing laws, ethical rules, and regulatory standards.

Client Documentation and Consent. The Care Expert maintains all legally required intake documentation, informed consent forms, screening records, waivers, health disclosures, and service records required for its professional services and for participation in the CEA Program. The Care Expert acknowledges that Holistique does not collect or maintain clinical records for CEA Guests.

Insurance Coverage. The Care Expert maintains, at its sole cost, appropriate and commercially reasonable insurance, including professional liability (malpractice) insurance where applicable, commercial general liability insurance, and any other coverage required by law. Such insurance shall remain in full force throughout the term of this Agreement. Proof of coverage shall be provided to Holistique upon reasonable request.

Independent Entity Status. Nothing in this Agreement creates an employment, agency, partnership, joint venture, or supervisory relationship between Holistique and the Care Expert. The Care Expert operates as an independent entity bearing sole responsibility for its professional activities and compliance obligations.

11. CONFIDENTIALITY

In the course of participating in the CEA Program, the Care Expert may obtain access to non-public information belonging to or relating to Holistique, including pricing structures, facility access systems and infrastructure, scheduling and booking systems, operational procedures, and other proprietary business information ("Confidential Information").

The Care Expert agrees to: hold all Confidential Information in strict confidence; not use, disclose, copy, or exploit Confidential Information for any purpose other than participating in the CEA Program under this Agreement; not disclose Confidential Information to any third party without Holistique's prior written consent; and implement commercially reasonable safeguards to protect Confidential Information from unauthorized access or disclosure.

Confidential Information does not include information that: (i) is or becomes publicly available through no act or omission of the Care Expert; (ii) was rightfully known to the Care Expert prior to disclosure without restriction; or (iii) the Care Expert is legally required to disclose, provided the Care Expert gives Holistique advance written notice to the extent permitted by law.

The Care Expert's confidentiality obligations survive termination of this Agreement. Unauthorized disclosure may cause irreparable harm to Holistique, and Holistique shall be entitled to seek injunctive relief and all other available remedies without bond or other security.

12. TERMINATION OF CEA ACCESS

Holistique reserves the right to suspend or terminate CEA Client access at any time for: safety concerns; policy violations; conduct inconsistent with Studio expectations; breach of any term of this Agreement; or the Care Expert's loss or lapse of required professional licensure, insurance, or organizational standing. Holistique may terminate its provision of services to the CEA Client, in its sole and absolute discretion, at any time upon written notice.

Upon termination for any reason: the Care Expert's access credentials will be deactivated immediately; all outstanding dues and fees must be paid in full; and any session credits remaining in the account at termination are forfeited without refund. Termination does not relieve the Care Expert of obligations accrued prior to termination.

13. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any obligation under this Agreement (other than payment obligations) to the extent caused by events beyond the reasonable control of the affected Party, including acts of God; fire, flood, earthquake, or natural disasters; severe weather; government orders, regulations, or restrictions; epidemics, pandemics, or public health emergencies; labor disputes; or utility interruptions or failures of internet, power, or communications systems. The affected Party shall provide prompt written notice of the event and use commercially reasonable efforts to resume performance as soon as practicable.

If a force majeure event results in closure of the Studio or prevents access to the Breathesuites for more than thirty (30) consecutive days, session credits for the affected period will be extended by a corresponding number of days and dues will be pro-rated accordingly. If the closure exceeds sixty (60) consecutive days, either Party may terminate this Agreement upon written notice without penalty.

14. GENERAL LEGAL PROVISIONS

Disclaimer of Medical Services and Results. Holistique LLC is not a medical provider and does not offer medical treatment, diagnosis, or clinical supervision. All services are wellness-oriented. The Care Expert accepts sole responsibility for the screening, suitability, and monitoring of its Guests. Holistique makes no guarantees regarding outcomes from any service.

Non-Disparagement. During the term of this Agreement and for two (2) years following termination, neither Party shall knowingly make false statements or representations, orally or in writing, that materially disparage the other Party's business, services, reputation, or personnel. Nothing herein prohibits truthful statements required by applicable law or legal process.

Notices. All notices required or permitted under this Agreement shall be in writing and deemed given when: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by nationally recognized overnight courier; or (iv) sent by electronic mail with no delivery failure notice received. Notices to Holistique: Holistique, LLC, 16577 Cinematic View, Monument, CO 80132; info@holistiquebydesign.com; (719) 204-4736. Notices to the Care Expert shall be sent to the address and email provided at enrollment. Notice is effective: on the date of personal delivery; three (3) business days after certified mailing; one (1) business day after overnight courier delivery; or on the date of email before 5:00 p.m. Mountain Time on a business day, otherwise the following business day.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the CEA Program and supersedes all prior understandings, representations, and discussions, both written and oral.

Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remainder shall continue in full force and effect to the fullest extent permitted by law.

Waiver; Amendment. No waiver of any provision shall be valid unless in writing and signed by the waiving Party. This Agreement may only be amended by a written instrument signed by both Parties.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic signatures shall be deemed valid and legally binding in accordance with the Colorado Uniform Electronic Transactions Act (C.R.S. § 24-71.3-101 et seq.) and the federal E-SIGN Act (15 U.S.C. § 7001 et seq.).

Survival. The following provisions survive termination of this Agreement: Section 7 (Waiver, Assumption of Risk, and Indemnification), Section 8 (CEA Guest Responsibility and No Independent Rights), Section 11 (Confidentiality), Section 12 (Termination obligations), Section 14 (Non-Disparagement, for the stated period), and Section 15 (Governing Law and Dispute Resolution).

Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. In the event of any dispute arising from this Agreement, the Parties shall first submit to mediation in El Paso County, Colorado, the cost of which shall be split equally. If mediation fails to resolve the dispute within ninety (90) days, the Parties agree to submit to binding arbitration before JAMS in Colorado Springs, Colorado, pursuant to JAMS rules and before a JAMS-selected arbitrator. Holistique shall be entitled to recover reasonable attorneys' fees and costs if it prevails in arbitration.

15. ACCEPTANCE AND AGREEMENT

The undersigned authorized representative of the Care Expert organization has read this Agreement in its entirety, including the waiver of liability, assumption of risk, and indemnification provisions, and represents that they have full authority to bind the Care Expert organization to this Agreement.

This document is provided as a client-friendly reference copy. The binding version is completed electronically as part of the enrollment process. Electronic signatures submitted through Holistique's designated platform constitute valid and legally binding signatures under applicable Colorado and federal law.

This document is provided as a client-friendly reference copy of your Holistique agreement. The binding version of this Agreement is completed electronically as part of the enrollment or session booking process. Your electronic signature, submitted through Holistique's designated platform, constitutes a valid and legally binding signature in accordance with the Colorado Uniform Electronic Transactions Act (C.R.S. § 24-71.3-101 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.).

If you have questions about the terms of your Agreement or wish to request a copy of your signed electronic record, please contact Holistique at info@holistiquebydesign.com or (719) 204-4736.
