

CLIENT & GUEST AGREEMENT

(Member Agreement — All Services)

This Client & Guest Agreement (“Agreement”) governs the relationship between Holistique LLC, a Colorado limited liability company (“Holistique”), and the individual executing this Agreement (“Client” or “You”). It also applies to any guest the Client brings onto the premises. This Agreement covers all services, studio access, and membership terms and remains in effect until cancelled by the Client or terminated by Holistique.

At Holistique, we follow a bespoke wellness approach: care is catered to and evolves around each individual client. Nothing in this Agreement creates a joint duty of care between Holistique and any provider regarding services delivered to clients.

THE BREATHEsuites: THERAPEUTIC SAUNA EXPERIENCE

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

Three Modalities, One Experience

1. 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.

2. 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.

3. 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 is among the most studied non-invasive light-based therapies and represents a research-informed approach with a growing evidence base.

Potential Wellness Benefits

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, climate-controlled, and sanitized between sessions.

- 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. Members have 24/7 online booking access. Non-member clients may book by phone or in person during reception hours.

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 Internal Revenue Service (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 (LMN)

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
- Be signed and dated by the issuing provider

LMN Validity and Record-Keeping

Letters of Medical Necessity are typically valid for 12 months and must be renewed when they expire. The IRS recommends retaining all supporting documentation for a minimum of three (3) years. Clients are solely responsible for obtaining, maintaining, renewing, and submitting their own LMN to their plan administrator. Holistique does not generate, review, or submit LMNs on behalf of clients.

Payment and Reimbursement Process

Holistique operates a reimbursement-based model for HSA/FSA use. Clients pay for services out of pocket at the time of service. Upon request, Holistique provides a detailed receipt suitable for submission, including: business name and address; client name and date of service; description of service (sessions are identified as "Breathesuites" — Holistique's term for therapeutic infrared sauna sessions); and amount paid. Clients submit receipts and any required documentation directly to their HSA/FSA administrator. Holistique does not submit claims, communicate with administrators on behalf of clients, or make eligibility determinations.

Important Disclosures

- HSA/FSA eligibility varies by plan and administrator.
- A Letter of Medical Necessity may be required.
- Holistique does not guarantee reimbursement.
- Denial of reimbursement by a plan administrator does not qualify for a refund from Holistique.
- Clients are solely responsible for confirming eligibility with their plan administrator.
- Holistique team members are not permitted to provide HSA/FSA, tax, or benefits advice.

For eligibility questions, contact your HSA or FSA plan administrator or the healthcare provider issuing your Letter of Medical Necessity.

SCHEDULING, CANCELLATION, RESCHEDULING, AND LATE ARRIVAL

Holistique is a fee-for-service business. Open appointment slots generate no revenue and directly impact the availability of services to other clients. We ask that all clients consider their schedules thoughtfully and provide advance notice whenever possible.

Provider-Based Services Cancellation Policy

The following policy applies to all scheduled provider services (therapeutic support, massage, coaching, movement instruction, etc.):

- 24-hour advance notice is required to cancel or reschedule any provider appointment.
- Notice must be provided directly to your Provider and to Holistique at (719) 204-4736 or info@holistiquebydesign.com.
- Cancellations with less than 24 hours' notice and all missed appointments will result in a full charge for the scheduled service.
- The charge will be automatically applied to the Primary Billing Method on file.

Breathesuite Session Cancellation Policy

- 12-hour advance notice is required to cancel or reschedule a Breathesuite session.
- Non-member clients must contact Holistique directly at (719) 204-4736 to cancel or reschedule.
- 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 a full charge for non-member clients and forfeiture of that session from the monthly allotment for members.
- Rescheduled sessions are subject to availability and are not guaranteed.

Late Arrival Policy

Please arrive on time for all scheduled appointments and sessions. Your session time has been reserved specifically for you. If you arrive late, your session or appointment may be shortened to accommodate other scheduled clients. Full payment for the originally scheduled session length is expected regardless of late arrival.

PRICING, BILLING, AND PAYMENT TERMS

Direct Pay Model

Holistique does not accept insurance. By signing this Agreement, Client acknowledges and agrees that Client is opting out of insurance billing and is responsible for all payments out of pocket. Client may not submit insurance claims or superbills for Holistique services. Current pricing is available at HolistiqueByDesign.com.

Taxes and Fees

Applicable local, state, and federal taxes may be added to Client's charges in accordance with legal requirements. Client agrees to pay all applicable taxes as may be amended from time to time.

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. Client 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 a designated third-party payment processor (which may include Stripe, Inc.). Client 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.

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

Payment Timing

Payment for all services is due at or before the time of service. Upon enrollment, the first month's Membership Dues are charged at the time of signing. Subsequent Membership Dues are billed automatically every thirty (30) days from the enrollment date, continuing on that same cycle for the duration of the membership.

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.

STUDIO USE, CONDUCT, AND CLIENT EXPECTATIONS

The following expectations apply to all clients, guests, and members during use of the Studio, during the provision of services, and during any on-location or virtual services. 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

Clients who are experiencing symptoms of a contagious condition (cold, influenza, fever, active infection, contagious skin condition, etc.) must not enter the Studio. Please call to notify Holistique and reschedule your appointment once the condition has resolved.

Client Statement of Health

Client warrants that Client is in good health and is not aware of any condition that would be aggravated by use of the Studio or its services. If Client develops a health condition that may be affected by studio use, Client agrees to immediately cease use and notify Holistique in writing.

STUDIO SECURITY, SURVEILLANCE, AND ACCESS

Surveillance Technology

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 the common areas of the studio, including entry points and shared spaces.

By accessing, using, or entering the Studio in any capacity, all clients, guests, members, providers, and visitors expressly acknowledge and consent to being recorded by the Verkada surveillance system. 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. During non-staffed hours, Holistique has no duty to aid. In any emergency, call 911 immediately.

Access Credentials

All access credentials issued by Holistique — including but not limited to mobile access passes, PIN numbers, and biometric credentials — are issued to the named individual only and may not be shared, transferred, or provided to any other person. Unauthorized transfer of access credentials is a material violation of this Agreement.

Background Screening

All individuals who are granted independent access to the Studio, including members, are required to complete a background screening prior to receiving access credentials. Background screening requires submission of a valid, government-issued, current photo ID (such as a state driver's license or identification card). Expired identification is not accepted.

Guests are not granted independent access and are not subject to independent background screening. Guests must be accompanied by their sponsoring client or member at all times during studio hours.

For further information about studio security practices, background screening, and privacy policies, please visit our FAQs at HolistiqueByDesign.com/faqs.

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION

Health Disclosure For Heated Service and Infrared Exposure As Informed Consent

Use of the Breathesuites is subject to the following health considerations. Heated services, halotherapy, and red light therapy are not recommended for and should not be undertaken by individuals in the following categories. You represent that you do not fall into any of the following categories, or that appropriate physician clearance has been obtained prior to your session.

- 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, congestive heart failure, congenital heart disease, high or low blood pressure, impaired coronary circulation, or history of stroke.
- Individuals who have consumed alcohol, barbiturates, or stimulant substances prior to a session.
- Individuals taking prescription or over-the-counter medications that may impair the body's natural heat loss mechanisms or increase susceptibility to heat illness, including but not limited to diuretics, beta-blockers, cardiac drugs, anticholinergic or antimuscarinic medications, antihistamines, and barbiturates. Consult your prescribing physician or pharmacist before use.
- Individuals with conditions that impair the ability to sweat or regulate body temperature, including Multiple Sclerosis, diabetic neuropathy, and Central Nervous System tumors.
- Minors of any age. Core body temperature in children rises significantly faster than in adults due to higher metabolic rate per body mass and limited capacity to regulate heat through sweating. A licensed pediatric physician must provide written clearance before a minor uses the Breathesuite under any circumstances.
- Pregnant or nursing women. Pregnant women should consult a physician before use, as elevated body temperature may pose risk to fetal development.
- Children. Core body temperature in children rises significantly faster than in adults due to higher metabolic rate per body mass and limited capacity to regulate heat through sweating. A pediatric physician must be consulted before a minor uses the Breathesuite.
- Elderly individuals, particularly those with circulatory conditions or reduced sweat gland function.
- Individuals with hemophilia or a predisposition to bleeding.
- Individuals currently experiencing a fever or with known insensitivity to heat.
- Individuals with a recent acute joint injury. Do not apply heat to an injured joint within 48 hours of the injury, or until heat and swelling have fully resolved. Joints that are chronically hot and swollen should not be subjected to vigorous heating.
- Individuals with surgical implants, including metal pins, rods, or artificial joints, or silicone implants or prostheses. Metal implants generally reflect far-infrared energy; silicone implants absorb far-infrared energy. Consult your surgeon prior to use.
- Individuals with severe hypertension or active tuberculosis should avoid halotherapy without specific medical guidance.

Women should be aware that heat applied to the lower back during menstruation may temporarily increase menstrual flow. This is not a contraindication but is noted for informed decision-making.

If any of the above conditions apply, you must provide Holistique with a signed, dated letter from a licensed physician on official letterhead confirming that the physician is aware of the nature of infrared sauna, halotherapy, and red light therapy use, and has cleared you for participation.

Stop Use Immediately and Seek Medical Attention If You Experience:

- Sudden or severe fatigue
- Nausea, dizziness, or lightheadedness
- Fainting or near-fainting, or 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 during or after a session

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

Statement of Health

Client warrants that they are in good health and are not aware of any condition that would be aggravated by use of the Studio or its services. If a health condition develops that may be affected by studio use, guest agrees to immediately cease use and notify Holistique in writing.

Assumption of Risk

Client 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. Client acknowledges the duty to exercise ordinary care for their own protection and the protection of other clients and staff.

Waiver and Release of Liability

Client, on behalf of Client and Client's heirs, legal representatives, and assigns, 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 Client's 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

Client 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) Client's or Client's Guest's acts, omissions, or conduct on or surrounding the premises; (ii) Client's or Guest's violation of any Holistique policy; or (iii) Client's or Guest's breach of representations or warranties in this Agreement.

Equipment and Facility Damage

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

PROVIDER-BASED SERVICES**New Client Consultation**

Once you have contacted Holistique, we offer a complimentary 30-minute New Client Consultation to discuss your wellness goals, scheduling needs, and budget. Consultations may be in-person or virtual. Walk-ins are welcome during open reception hours.

Service Overview

Holistique facilitates access to independent providers offering the following services. This list is not exhaustive and is subject to change at Holistique's discretion.

- Therapeutic Support and Mental Health Counseling
- Professional and Wellness Coaching
- Massage Therapy and Bodywork Modalities (delivered by licensed massage therapists under Colorado DORA requirements)
- Yoga Instruction and Movement-Based Practices
- Meditation and Mindfulness Instruction
- Breathwork and Stress Reduction Practices
- Physical Training, Mobility, and Corrective Exercise
- Pilates Instruction
- Nutrition Education and Wellness Guidance (non-medical, within scope of practice)
- Workshop Facilitation and Group Wellness Programming
- Recovery and Restorative Modalities
- On-location or Virtual Services, where legally permitted

Independent Providers

All services at Holistique are delivered by independent contractors (“Providers”). Providers are not employees, agents, or partners of Holistique LLC. Holistique does not supervise, direct, or control the professional judgment or clinical decision-making of any Provider. Each Provider independently maintains all required licensure, certifications, insurance, and regulatory compliance.

DISCLAIMER: Holistique LLC does not own or direct provider-based services. Services are offered and delivered by independent, professional, contracted providers who are independently licensed, certified, and insured in accordance with the laws and regulations of the State of Colorado (DORA) and applicable state equivalents.

Massage Therapy and Bodywork Consent

Massage therapy services are intended to enhance relaxation, reduce muscle tension, improve circulation, and support overall wellbeing. Massage therapy is not a substitute for medical treatment. All massage therapy services are performed by licensed massage therapists operating within their DORA-regulated scope of practice. Providers do not diagnose illness, prescribe medications, or perform spinal manipulation.

Client agrees to: provide an accurate health history prior to each session; disclose all known physical and medical conditions and medications; inform the Provider immediately if pain or discomfort occurs during a session; and refrain from attending sessions while experiencing a contagious condition. Services will begin and end at the scheduled time; late arrival does not extend the session.

Physical Activity and Wellness Consent

Services involving physical movement (yoga, Pilates, physical training, etc.) carry inherent risk. Client takes full responsibility for not exceeding their physical limits and for informing the Provider immediately of any injury. Providers may offer physical adjustments; clients who do not wish to receive adjustments must notify their Provider. Clients who consent to adjustments waive claims arising from properly delivered adjustments.

Electronic Services Consent

Virtual services are available to Colorado residents only. This restriction reflects applicable professional licensing and telehealth regulations, which require Providers to be licensed in the client’s state of residence for most regulated services. Client acknowledges that virtual services carry risks including technology interruptions and confidentiality limitations. No recording of virtual sessions is permitted. If technical difficulties prevent reconnection within ten minutes, the Provider will contact the client by phone to reschedule. Clients in crisis (suicidal or homicidal ideation, psychosis, or mental health crisis) may not be appropriate for virtual services; a higher level of care will be recommended.

Coaching Services

Coaching is not a substitute for counseling, therapy, psychoanalysis, or medical care. Coaching communications are confidential in practice but are not legally privileged. The coach will not disclose client information without consent, except as required by law.

Wait Lists and Provider Availability

If a Provider’s client roster is full, they may activate a waitlist. Existing clients retain priority access until the Provider determines otherwise.

BREATHESUITES MEMBERSHIP TERMS

The following terms apply only to clients who have enrolled in a Holistique Breathesuites Membership. Membership enrollment is specific to Breathesuite access and does not govern provider-based services, which are arranged separately with individual providers.

Initial Term

Members agree to an Initial Term of six (6) months, commencing on the date the membership agreement is signed. Holistique does not prorate membership dues at the start or conclusion of the membership term.

Three-Day Right to Cancel

A member may cancel their membership within three (3) business days of enrollment by providing written notice to Holistique before midnight on the third business day. The notice must include the member’s signature or that of their authorized legal representative. Holistique will refund any payments made for services not rendered within thirty (30) days of receiving the cancellation notice. Any Breathesuite sessions used prior to cancellation will be charged at the then-current non-membership rate.

Auto-Renewal

Following the Initial Term, memberships renew automatically on a month-to-month basis at the then-current membership dues rate, unless terminated in accordance with the terms below.

Member-Initiated Termination After Initial Term

After completing the Initial Term, members may terminate their membership at any time without penalty by providing written notice to Holistique at least five (5) calendar days before the next billing cycle. All outstanding balances must be paid in full at time of termination. Membership access will continue through the end of the final paid month.

Early Termination (During Initial Term)

If a member terminates their membership prior to the end of the Initial Term, the following apply:

- Written notice is required at least five (5) calendar days prior to the next billing cycle.

- An early termination fee of \$99.00 applies. The Parties acknowledge this fee is a reasonable administrative charge and not a liquidated damages provision.
- All outstanding balances must be paid in full.
- Any membership discounts will be forfeited.
- Re-enrollment fees may apply upon any future rejoining.

Early Termination Exceptions

Member Relocation. If a member relocates more than 50 miles from the Studio, they may terminate their membership without penalty upon providing proof of relocation.

Death or Disability. If a member becomes unable to use the Studio due to a qualifying disability (verified by a physician upon Holistique's request) or death, the membership may be terminated without penalty. Holistique is entitled to payment for sessions already used prior to onset.

Membership Freeze

Members may request a membership freeze by submitting written notice signed by the member or their authorized legal representative. Freezes are granted in calendar-month increments and may not exceed three (3) months per calendar year. Frozen months do not count toward satisfaction of the Initial Term. During a freeze, monthly dues are suspended, session credits do not accrue, and no credits are issued, held, or rolled over.

Membership Dues During Initial Term

Membership dues will not increase during the Initial Term. Following the Initial Term, dues are subject to change with fourteen (14) days' written notice.

Delinquent Accounts

If monthly dues are not collected on the billing date, a five (5) day grace period applies during which membership access continues. After five days without payment, the membership is placed in delinquent status and access is suspended until dues are paid in full. If dues remain unpaid for three (3) consecutive billing cycles, the membership will be automatically cancelled.

24/7 Studio Access and Non-Staffed Hours

Members are granted 24-hour studio access. Members acknowledge that during non-staffed hours, no Holistique staff or supervision will be present. Holistique has no duty to aid during non-staffed hours. Surveillance cameras are active but are not monitored in real time. In an emergency during non-staffed hours, call 911 immediately.

Unauthorized and Unscheduled Access

Use of access credentials outside of a confirmed, scheduled reservation is strictly prohibited. Any unscheduled, unauthorized, or improper use of issued access credentials — including but not limited to accessing the Studio without a confirmed booking, permitting another individual to use your credentials, or using credentials following suspension or termination of your membership — constitutes a material breach of this Agreement and will result in immediate termination of membership and all associated access privileges without refund.

Holistique reserves the right to report unauthorized access to law enforcement. Depending on the circumstances, unauthorized entry into the Studio may constitute criminal trespass under Colorado law (C.R.S. § 18-4-502 et seq.) and may expose the individual to civil and criminal liability. Holistique will cooperate fully with any law enforcement investigation and will provide Verkada surveillance footage and access log records as authorized by applicable law.

GUEST ACCESS AND POLICIES

Holistique welcomes guests accompanying clients, subject to the following policies:

- Guests may accompany clients during open reception or staffed hours only.
- All guests must present valid identification and sign the required waiver on their first visit before accessing the Studio or any services.
- All guests must be at least 18 years of age, unless a parent or legal guardian signs the required waiver on their behalf.
- Guests are never permitted to access the Studio during non-staffed hours, regardless of whether the sponsoring client has 24/7 access.
- Guests must check in with Holistique staff prior to accessing the Studio or any services.
- All guests are subject to the same conduct standards and studio expectations as clients.
- The sponsoring client assumes full responsibility for all conduct, property damage, and injury associated with their guest's presence in the Studio.

Guest passes for a complimentary VIP session may be available. Contact Holistique for details. We recommend scheduling guest visits at least 24 hours in advance to confirm availability.

PARENT OR LEGAL GUARDIAN CONSENT FOR MINORS

For clients under the age of 18 seeking to use the Studio, Breathesuites, or receive any services, a parent or legal guardian is required to sign this Agreement in full prior to any use or access.

As the legal parent or guardian of the minor named below, I hereby:

- Grant permission for the minor to use the Studio and receive services, as applicable.
- Attest that I am the legal parent or guardian of the minor and confirm the minor's age.

- Agree that the minor and I will abide by all terms and conditions of this Agreement.
- Acknowledge full financial responsibility for all costs arising from the minor's use of the Studio or services.
- Acknowledge that neither Holistique staff nor providers are responsible for supervising the minor.
- Understand that minors must be accompanied by a legal parent or guardian at all times during use of the Studio.
- Understand that minors are not eligible for 24/7 access credentials.
- Understand that violation of these terms may result in termination of the minor's access.

PRIVACY, CONFIDENTIALITY, AND APPLICABLE NOTICE

Holistique's Role

Holistique LLC is a wellness studio and is not itself a HIPAA covered entity. Holistique does not collect, maintain, or store protected health information (PHI) related to clinical care. Licensed providers operating through Holistique (therapists, licensed counselors, and other regulated professionals) are individually subject to their own HIPAA obligations and professional confidentiality requirements and maintain their own clinical records independently.

Provider Privacy Obligations

Licensed providers operating through Holistique may be subject to HIPAA as covered entities or business associates depending on their individual practice arrangement. Such providers will maintain their own Notice of Privacy Practices and comply with applicable federal and state privacy law, including the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 160 and 164, and the Colorado Mental Health Practice Act. Clients should request their provider's Notice of Privacy Practices directly from their provider.

Uses and Disclosures by Providers

Your provider may use or disclose your PHI for treatment, payment, and healthcare operations purposes as defined by HIPAA. This includes coordination of care, consultation with other providers, billing, and operational activities. Records may be maintained electronically.

Mandatory Disclosures Without Consent

Your provider may be required to disclose PHI without your consent in the following circumstances:

- Suspected child abuse or neglect (mandatory reporting under Colorado law)
- Suspected adult or domestic abuse
- Response to a lawful subpoena, court order, or law enforcement request
- Serious and credible threat of harm to yourself or an identifiable third party
- Workers' compensation proceedings, as authorized by law

Confidentiality in Therapeutic Services

Communications with your licensed therapeutic provider are confidential within the limits of Colorado law. Exceptions include situations involving danger to self or others, suspected abuse, court orders, professional consultation, and other legally mandated disclosures as described above. In group settings, confidentiality among group members is based on mutual trust and respect; Holistique cannot guarantee confidentiality by other group participants.

Coaching Confidentiality

Coaching relationships are confidential in practice, but coaching communications are not legally privileged. Your coach will not disclose your information without your consent, except as required by law.

Your Rights Regarding Provider Records

- Right to access and copy your records maintained by your provider
- Right to request an amendment to your PHI
- Right to request restrictions on certain uses and disclosures (not required to be granted)
- Right to request confidential communications through alternative means
- Right to an accounting of certain disclosures
- Right to file a complaint with your provider or with the Colorado State Grievance Board without retaliation

Complaints may be directed to: Holistique LLC, 16577 Cinematic View, Monument, Colorado 80132; info@holistiquebydesign.com. You may also contact the Colorado State Grievance Board at 1560 Broadway, Suite 1340, Denver, Colorado 80202; (303) 894-7766.

TERMINATION BY HOLISTIQUE

Holistique may terminate its provision of services to any client, in its sole and absolute discretion, at any time, for any reason, including but not limited to violation of client expectations, conduct concerns, or failure to pay outstanding balances.

GENERAL LEGAL PROVISIONS

Non-Disparagement

During the term of this Agreement and for two (2) years following termination or expiration, 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 in this section 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, Colorado 80132; info@holistiquebydesign.com; (719) 204-4736. 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.

Survival

The following provisions survive termination or expiration of this Agreement: the Waiver and Release of Liability, Indemnification, Non-Disparagement (for the stated period), Equipment and Facility Damage, and Governing Law and Dispute Resolution.

Force Majeure

Neither Party shall be liable for any failure or delay in performance (other than payment obligations) to the extent caused by events beyond their reasonable control, including acts of God, natural disasters, severe weather, government orders, epidemics, pandemics, public health emergencies, or utility failures. If a force majeure event results in Studio closure preventing access for more than thirty (30) consecutive days, either Party may terminate this Agreement upon written notice. Prepaid membership dues for periods during which access was prevented will be credited or refunded on a pro-rata basis.

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. Client accepts sole responsibility for their progress and results. Holistique makes no guarantees regarding outcomes from any service.

Severability

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

Entire Agreement

This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter herein and supersedes all prior understandings, representations, and discussions, both written and oral.

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 costs of which shall be split equally. If mediation fails to resolve the dispute within ninety (90) days, the Parties agree to binding arbitration before JAMS in El Paso County, Colorado, pursuant to JAMS rules. Holistique shall be entitled to attorneys' fees and costs if it prevails in arbitration.

Emergency Notice

Holistique LLC is not equipped for emergency consultations or services. In any emergency, call 911 immediately.

SIGNATURE AND ACKNOWLEDGMENT

I have read this Agreement in its entirety, including the waiver of liability, assumption of risk, and indemnification provisions. I understand that I am giving up significant legal rights, including the right to sue. I sign this Agreement freely, voluntarily, and with full understanding of its contents, to the greatest extent permitted by applicable 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.

Holistique LLC | 16577 Cinematic View, Monument, Colorado 80132 | (719) 204-4736 | info@holistiquebydesign.com | HolistiqueByDesign.com