

Welcome to The Membership by Essential Advanced Skincare and Medspa!

We are thrilled to see you investing in yourself! The Membership includes many benefits including monthly treatments, additional treatment savings, exclusive events, promotions and loyalty reward treatments. Our terms are simple with just a few rules that we may continue to serve you in the best possible manner. For both parties' benefit, please read through this contract thoroughly. Let us know if you have any questions before signing this contract. Essential Advanced Skincare and Medspa will be referred to as "Essential" in this document.

THE MEMBERSHIP BENEFITS

Your \$165 month-to-month Membership includes:

- A pampered clinical speciality facial - monthly
- A complimentary brow shaping - monthly or as needed
- Ability to skip your monthly treatments and "bank" your payments
- 10% off GM Collin and Elta MD retail products
- \$11/unit Neurotoxin Treatments
- 10% off clinical and medical skin treatments
- Priority for model and training opportunities
- Member only promotions and events
- Complimentary reward treatments (valued at over \$1000)

These services may be redeemed within 30 days after enrollment and monthly payment and/or when you are eligible for quarterly rewards. Options for monthly treatment, savings, and rewards are detailed below.

Your choice: enjoy a monthly complimentary eyebrow shaping and your pampered treatments or skip your monthly treatment to "bank" your payment for a future service:

- Algo Mask Soothing Treatment
- Hydrolifting Hydrating Treatment
- Puracne Oxygenating Clarifying Treatment
- Vitamin C Brightening Treatment
- Relaxing Back Facial
- Dermaplaning Facial

Upgrades to included monthly services are permitted for an additional cost at the time of service. The upgrade cost is the difference between the desired treatment with 10% savings and \$165 Membership fee. Treatments are not transferable for cash value or to another patient. Eyebrow shaping visits hold no credit value. Patients are able to "bank" payments up to 6 months.

REWARD TREATMENTS

Members will earn a free treatment or upgrade of choice when membership has been completed for 3, 6, and 12 months consistently. Rewards are earned at the 3, 6, and 12 month mark and members can choose 1 reward during each of these intervals. Membership fees and treatment usage must be current to be eligible for rewards. Rewards noted as "add-on" are provided in conjunction with selected monthly treatment. Otherwise, the reward

is in lieu of the monthly treatment. The reward term eligibility is considered following the consecutive completion of each qualifying month (as listed above).

3 Month Reward - Following 3 consecutive months of membership members can choose one of the following as a reward upgrade: Relaxing Back Facial or 1 laser hair reduction treatment (small area - value up to \$199).

6 Month Reward - Following 6 consecutive months of membership members can choose one of the following as a reward upgrade: DerasweepMD treatment, IPL Photofacial or Microneedling treatment.

12 Month Reward - To celebrate a full year of membership members can choose one of the following as a reward upgrade: RF Microneedling Treatment, Jeuneau Treatment (2 areas), or SmoothGlo® treatment.

MEMBERSHIP TERM

This program is designed to be used monthly to promote improved skin health and visible, consistent results and skincare benefits. Your month-to-month membership begins the day you sign up and renews each month on the same day of enrollment (for example, if you sign up on the 15th, your membership will renew on the 15th). Member discounts and benefits renew as long as payment for the month has been received. Benefits must be scheduled after your monthly renewal date. Membership will auto-renew each month unless written notification is received 2 weeks in advance of your renewal date. During the renewal of your membership, your account will continually be charged the monthly membership fee. Memberships that are unpaid forfeit any membership benefits until payment has been processed.

Great skin is a long-term investment. While we don't have a membership duration requirement; we encourage people to commit to the process to see and feel the best results and enjoy the biggest benefits - physically and financially. Membership fees can't be offset or paid by in-store credit and must be paid with a credit card. Membership pricing and offers are non-transferable and for the member's use only.

Members agree to follow all Essential Advanced Skincare and Medspa policies including the terms and conditions outlined in this contract. Appointment, provider, and service availability aren't guaranteed but will be accommodated whenever possible. Essential reserves the right to vary, add or eliminate any of the particular services and modify facility hours with or without notice. Essential reserves the right to review subscriptions periodically. Members will be given at least 30 days' notice in writing of any changes, which include: (i) any increase in membership fee, (ii) change in date of automatic withdrawal.

MEMBERSHIP PAYMENT

The monthly membership fee is \$165 per month. A credit card is held on file and used for auto-payment monthly on the date of enrollment. If a payment cannot be processed, membership benefits will be forfeited for that month until payment is received and bonus eligibility may be compromised. By enrolling in the membership program, patients are authorizing use of their card for this purpose. Membership payments are non-refundable.

Your credit card and email address is required for participation in our Membership Program. Your credit card will remain securely on file and each month your credit card will be charged \$165 each month. The member is responsible to ensure that the credit card number on file is valid so that the monthly fee can be charged to that card. You may change the credit card provided at any time, provided, however, that it is your responsibility to make sure that there is always a valid credit card number on file for payment of the Membership Fee. Essential

Advanced Skincare and Medspa reserves the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any services provided or monthly payments owed.

For purposes of identification and billing, you agree to provide Essential with current, accurate, complete, and updated information including your name, address, telephone number, and applicable payment data. You agree to notify the Essential promptly of any changes in your information, including your payment data.

MEMBERSHIP CANCELLATION

Either party may cancel the membership at any time by giving written notice to the other party. To cancel a membership, please provide Essential with an email (info@essentialmedspa.com) 2 weeks in advance to avoid processing for the following month. Payment for any membership related services that have been received but are unpaid, will be automatically collected upon cancellation with the card on file. Any accrued credit in the patient account must be used within 30 days of cancellation after which any money in the account will automatically be zeroed out.

UNUSED TREATMENT CREDIT AND TRANSFER POLICY

We understand that life is busy and some months are tough to make "me time" a priority. Members are permitted to apply unused monthly payments towards another treatment, at a later time, if desired. The maximum rollover credit amount is \$990 (6 months). Any unused credit may roll over to the next month for a period of 180 days, after which time the wallet balance will automatically reset. Any unused credit at that point will be unable to be redeemed or refunded. The credit value is the amount paid, \$165, that is applied to the clinical service. The brow shaping holds no credit value and is a gift from Essential. There is no applied credit value for unused monthly brow shaping. Unused credits can be applied to services only, excludes retail.

DISCOUNTS

Discounts don't apply to training, modeling, already discounted packages, gift cards or flash sale specials. Discounts cannot be combined with other Essential offers or promotions. When multiple promotions apply, the one largest discount will be honored. Gift cards may not be redeemed to pay any portion of the membership fee.

Vendor discounts or gift cards (ie Alle, Evolus, Botox gift cards run by Allergan) may be combined with member savings but monthly membership auto-payments cannot be paid by a vendor's loyalty programs. For example, when a member purchases Botox, they will get the member rate plus they can apply for any Alle points but cannot use those points for membership payments.

TERMINATION OR SUSPENSION OF MEMBERSHIP

Essential reserves the right at any time to cancel or suspend the membership of any member in the event of the following; the member commits a serious breach of the Agreement and/or Essential's Rules and Policies, any monies are due to Essential by the member remain unpaid for 10 days after its due date for payment, and/or the member knowingly provides false details when applying for membership and the false declaration would have reasonably affected Essential's decision to grant the membership. If Essential terminates the membership for any of the above reasons, they reserve the right to retain any monies received to cover any reasonable costs they have incurred as a result.

THE MEMBERSHIP + ESSENTIAL'S APPOINTMENT CANCELLATION POLICY

Essential continues to adhere to an Appointment Cancellation Policy and kindly ask that you provide us with a 24-hour cancellation notice or there is a \$50 cancellation fee. This fee will be paid with the credit card on file.

RELEASE AND WAIVER OF LIABILITY

I have read and understand this waiver and have been fully informed of all of Essential membership terms and conditions as well as membership benefits and limitations. I certify that I have disclosed all medicated conditions that might affect my treatments. I understand that Essential's providers cannot diagnose any medical conditions and release them from any injury resulting from undiagnosed medical conditions present during my treatment. I assume all responsibility for updating changes in physical and mental condition and for reporting all injuries sustained at Essential at the time of service.

DISCLAIMER

Essential is not responsible for any injury or loss of property to any person while on the premises or participating in Essential's services. As a member, I assume full responsibility for services received at Essential and shall indemnify Essential, its affiliates, agents, and employees against any and all liability arising from services rendered.

I am at least 18 years of age and wish to enter this agreement with Essential Advanced Skincare and Medspa to obtain The Membership by Essential Advanced Skincare and Medspa. I understand that this membership will not be effective until this General Terms Agreement has been executed and all of its terms have been complied with. By providing an email address, I expressly consent to receive email messages regarding various products, newsletters and special offers. You agree to pay Essential Advanced Skincare and Medspa for the membership according to the payment schedule shown above.