



DiaBeauty Co. LLC  
6 Century Hill Drive, Suite 5  
Latham, NY  
12110  
www.diabeautyco.com  
518-213-7006

## MICROBLADING SERVICE AGREEMENT

THIS PROCEDURE SERVICE AGREEMENT (the "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, ("Client") and DiaBeauty Co. LLC with its principal place of business located at 6 Century Hill Drive, Suite 5 Latham, NY 12110, WHEREAS, DiaBeauty Co. LLC is in the business of providing a hair simulation technique designed to recreate a person's eyebrows and make their eyebrows appear naturally thicker and fuller (the "Procedure"); and

WHEREAS, Client desires to engage DiaBeauty Co. LLC to perform the Procedure on Client's eyebrow area, and agrees to perform the Procedure upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### I. PROCEDURE AND OBLIGATIONS

1.1 The Procedure is a form of tattoo that utilizes a pigmentation procedure to apply colorants just below the skin, in a similar manner as traditional tattoos. Although DiaBeauty Co. LLC strives to use all natural ingredients in its colorants, such as beta-carotene and iron oxide, availability and suitability with the Client may require the use of some synthetic colorants. The Procedure may cause Client mild discomfort, or pain in rare circumstances, during treatment.

1.2 The Procedure will require two sessions with us to complete. DiaBeauty Co. LLC recommends touch-ups be performed every 1-3 Year's depending on client's health, and lifestyle in order to maintain work previously done.

### II. PRICE AND PAYMENT

2.1 The price of the Procedure is \$450.00 payable according to the terms on Exhibit

A. DiaBeauty Co. LLC accepts cash, debit cards and credit cards. Unfortunately, DiaBeauty Co. LLC no longer accepts personal checks. In the advent of legal action in the process of collections, customer agrees to pay all costs and expenses of collection, including reasonable attorney's fees, whether or not litigation is commenced.

### III. RISK FACTORS.

Client hereby acknowledges and agrees that the Procedure is an elective treatment and there is no medical reason that requires him to proceed with it. The Procedure is being performed on the Client at her own risk. The Procedure, like any tattoo carries a multitude of risks and by signing this Agreement Client accepts these risks, including but not limited to the following:

3.1 Allergic Reactions. Although rare, allergic reactions to the color pigments may occur. If Client has sensitive skin or is particularly concerned about an allergic reaction to the pigment or Procedure, DiaBeauty Co. LLC will do a test patch upon request.

3.2 Granulomas. These are small bumps that could form around the foreign matter (the colorant).

3.3 Infection. DiaBeauty Co. LLC uses sterile tools and disposes of the tools after a single use. Skin infections could also form from improper aftercare so it is imperative that Client follow the aftercare instructions below.

3.4 Keloid formation. Depending on your skin type you may be at risk for forming these scars after the application of the Procedure. If you scar easily then it is more likely that this risk factor will apply to you.

3.5 Removal complications. Like traditional tattoos, the Procedure is permanent in nature and although it can be reversed, the marking can be difficult and costly to remove, and the success of reversal cannot be guaranteed.

3.6 Hyper/Hypo Pigmentation. Following the treatment there may be hyper pigmentation or hypo pigmentation (lightening/darkening of the skin). Although these reactions are not very common, there is a possibility they can occur.

### IV. TERM OF AGREEMENT AND CANCELLATION PROCEDURE

4.1 Either Party may cancel this Agreement prior to the Procedure upon notice to the other party. In the event Client cancels this Agreement or their scheduled Procedure appointment without giving the required 5 days' notice may result in a cancellation or rebooking fee up to \$225.00, at DiaBeauty Co. LLC discretion.

4.2 Client shall arrive 5 minutes early for the initial treatment appointment in order to complete the necessary paperwork. Client acknowledges that late arrival may result in reduced treatment time or forfeiture of the appointment at the Client's expense.

4.3 Although DiaBeauty Co. LLC will do its best to maintain all scheduled appointments, circumstances may require Us to postpone or cancel Client's appointment. In such event, DiaBeauty Co. LLC will make all reasonable efforts to contact Client in advance of his appointment time, but DiaBeauty Co. LLC is not required to provide advanced notice and Client shall not be compensated for the cancellation.

**V. CLIENT’S OBLIGATIONS, REPRESENTATIONS, AND AFTERCARE REQUIREMENTS**

5.1 Client represents and warrants that she is 18 years or older and has provided proof of age to **DiaBeauty Co. LLC**.

5.2 Client hereby represents and warrants that she does not have any medical or skin conditions on her face that could affect the result of the Procedure, including but not limited to the following: acne, scarring (Keloid), eczema, psoriasis, freckles, moles or sunburn.

5.3 Client represents and warrants that she does not have any rashes, infections, or preexisting skin or medical conditions that could make Client an unsuitable candidate for the Procedure. In addition, Client represents and warrants that her medical history provided on Exhibit B and all additional information provided to Us is true and accurate to the best of Client’s knowledge and that there are no other matters which may affect Client’s suitability as a candidate for the Procedure.

5.4 Client hereby acknowledges and agrees that it is not reasonably possible for **DiaBeauty Co. LLC** or its representatives to determine whether an allergic reaction may occur from the pigments or processes used in the Procedure. Client also acknowledges and agrees that **DiaBeauty Co. LLC** representatives and employees, while experts in the Procedure, are not medical professionals and as such, do not have extensive knowledge regarding medical conditions. **DiaBeauty Co. LLC** shall not be responsible for a client’s adverse reaction to the Procedure. It is the duty of the Client to assess for herself whether the Procedure is right for her. Client is advised to consult her medical physician to determine whether or not the Procedure is right for her.

5.5 Client shall comply with the aftercare instructions provided by **DiaBeauty Co. LLC** attached hereto as Exhibit C (“Aftercare Instructions”). Failure of Client to follow the Aftercare Instructions shall void **DiaBeauty Co. LLC** warranty of the Procedure as set forth below.

**VI. PROCEDURE WARRANTY**

6.1 **DiaBeauty Co. LLC** cannot give or provide any guarantee to Procedure outcome. Any touch up work needed due to Client’s failure to follow aftercare instructions, or from dissatisfaction of eyebrow outcome, etc....will be done at Client’s expense. Complications and risks are outlined in Article III and should be read carefully.

6.2 Touch-ups will be charged as follows: \$150 within less than a year, \$250 within 1-2 years, \$350 within 2-3 years, and the full price of \$450 after 3 years.

\*INITIAL: \_\_\_\_\_

**VII. LIMITATION OF LIABILITY**

7.1 IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM **DiaBeauty Co. LLC** FAILURE TO PERFORM ITS DUTIES UNDER THIS AGREEMENT. CLIENT AGREES THAT **DiaBeauty Co. LLC**, ITS AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS AND DIRECTORS ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES **DiaBeauty Co. LLC** PERFORMS UNDER THIS AGREEMENT. IF IT IS DETERMINED THAT **DiaBeauty Co. LLC** OR ANY OF ITS AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS AND DIRECTORS ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS,

DAMAGE, INJURY OR OTHER CONSEQUENCE, CLIENT AGREES THAT DAMAGES SHALL BE LIMITED TO THE PRICE OF THE PROCEDURE, PAID TO DiaBeauty Co. LLC IN ACCORDANCE WITH THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE CLIENT'S SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, PRODUCT FAILURE, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

**7.2** CLIENT'S EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN THE PARAGRAPH ABOVE. DiaBeauty Co. LLC IS NOT LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**7.3** IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST DiaBeauty Co. LLC OR ITS AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS ARISING OUT OF THE SERVICES DiaBeauty Co. LLC PERFORMS UNDER THIS AGREEMENT, CLIENT AGREES TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD DiaBeauty Co. LLC COMPLETELY HARMLESS FROM SUCH LAWSUIT OR OTHER CLAIM. CLIENT SHALL PAY ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES ARISING FROM SUCH LAWSUIT OR CLAIM AGAINST DiaBeauty Co. LLC. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF DiaBeauty Co. LLC NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, PRODUCT FAILURE, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

#### **VIII. CONSENT TO PERSONAL INFORMATION AND PHOTOGRAPH**

**8.1** Client hereby agrees that photographs of the facial area and eyebrows will be taken before, during and after treatment and stored by DiaBeauty Co. LLC for the sole purpose of providing an accurate baseline for the Procedure and DiaBeauty Co. LLC records DiaBeauty Co. LLC will not use these photographs for any other purpose without Client's separate written consent.

**8.2** Client consents to the storage and processing of personal information and photographs by DiaBeauty Co. LLC for the purpose of performing the Procedure.

#### **IX. ADDITIONAL TERMS & CONDITIONS**

**9.1** This Agreement shall be construed in accordance with the laws of the State of NEW YORK without regard to conflict of law principles. Except as otherwise set forth in this Agreement, any dispute arising under, or in connection with, this Agreement, or any other aspect of the relationship between the parties herein shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The losing party shall pay the prevailing party's reasonable costs (including attorneys' fees and arbitration) associated with resolving the dispute.

**9.2** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral.

**9.3** In the event one or more of this Agreement's provisions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the parties' intentions underlying the invalid, illegal or unenforceable provision.

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

**CLIENT**

**Business Name:**

**Print:** \_\_\_\_\_

**By:** DiaBeauty Co. LLC

**Sign:** \_\_\_\_\_

**Artist:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit A**  
Payment Terms

\$50.00 nonrefundable deposit must be made to secure your appointment with us. The deposit will be applied towards your balance due, once the service agreement is signed.

<b>Client's Form of Payment:</b>  
<b>Client paid \$50.00 Deposit;</b>  
<b>ALL CUSTOMERS SIGN:</b> I have read and understand and accept the terms, conditions and procedure details above.  <b>Sign:</b>  <b>Date:</b>

Client received aftercare instructions sheet and understands all that apply:

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**  
**MEDICAL HISTORY**

**PLEASE DO NOT FILL OUT THIS FORM, FOR THE TECHNICIAN ONLY!**

<b>Client Name:</b>			
<b>Client DOB:</b>			
<b>History of Skin Cancer</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Cancer within last 1-2 years</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Allergies to any Medications</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Blood or Bleeding Disorders; Blood thinning medications</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Stroke/Neurological</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Diabetes</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Allergies to Pigment(s)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Nursing or Pregnant</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Epilepsy/ Seizures</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Chronic Viral Infections</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>High Blood Pressure (epinephrine in numbing)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Circulation Disorders</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Any Transmittable Blood Conditions</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:
<b>Other Medical issues (Rashes, Psoriasis, Eczema)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Please explain nature of illness/symptoms:


**EXHIBIT C**  
**MICROBLADING AFTERCARE**

**DiaBeauty Co. LLC**  
6 Century Hill Drive, Suite 5  
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Immediately following your procedure, your technician will apply a layer of balm in order to protect your freshly opened layer of skin from debris and bacteria while you leave the office. Within a few hours, your skin will begin to regenerate itself, so there will be no need to reapply another layer of balm.

- 1) Do not get them wet for first 10 days. Be very careful when showering and washing face not to get water in treated area.
- 2) (Optional) On day 10 begin applying a thin layer of protective balm no less than 2x a day. Be sure to wash hands before application and ideally apply with clean cotton swab, gently, no vigorous motions.
- 3) No itching, no rubbing. To avoid infection and/or bald spots the brow, it is important not to pick or rub at the pigment that may start to peel or flake. Let this occur naturally.
- 4) Many brows will need up to 1 month to fully heal. Touch-ups will be scheduled 1 month out to retouch any bald spots and to ensure brows are perfectly even.
- 5) Brows will go through many stages: appearing very dark at first, very dull after dryness/flaking has subsided and new skin has formed, in the days following this dullness, pigment will reemerge and new skin settles in and you will be left with your completely healed brow.

The following must be avoided during first 10 days of healing:

- Increased sweating
- Practicing sports
- Swimming
- Hot sauna, hot bath, or Jacuzzi
- Sun tanning or salon tanning
- Any laser or chemical treatments or peelings, and/or any creams containing RetinA or Glycolic Acid on the face or neck
- Picking, peeling, or scratching of the micro pigmented area in order to avoid scarring of the area or removal of the pigment
- Performing tasks related to heavy household cleaning such as garage or basement cleaning where there is a lot of airborne debris
- Smoking
- Drinking alcohol in excess, as it may lead to slow healing of wounds
- Driving in open air vehicles such as convertibles, boats, bicycles, or motorcycles
- Touching of the eyebrow area except for when rinsing and applying the post care cream with a clean cotton swab after day 10.