



BEAUTOX BAR

Beautox Bar LLC • 7372 Kirkwood Court N, Maple Grove, MN 55369
Beautox Bar WBL LLC • 4503 Allendale Drive, White Bear Lake, MN 55127
Phone: 763-205-6952 • Website: www.beautoxbar.com

HIPAA Notice of Privacy Practices and Arbitration Agreement

(HIPAA Privacy Rule, 45 CFR Parts 160 & 164; Minnesota Health Records Act; Minnesota Uniform Arbitration Act, Minn. Stat. ch. 572B)

Effective Date: September 26, 2026

Client Name: _____

PART 1 — NOTICE OF PRIVACY PRACTICES

This notice describes how health information about you may be used and disclosed, and how you can get access to your health information. This is required by the HIPAA Privacy Rule (45 CFR Parts 160 and 164).

Our Commitment to Your Privacy

Beautox Bar LLC and Beautox Bar WBL LLC (together, “Beautox Bar,” the “Clinic,” or “we”) create and maintain health information about you in the course of providing care. We are required by law to maintain the privacy of protected health information (PHI), to give you this Notice of our legal duties and privacy practices, and to notify you following a breach of unsecured PHI when required by law. HIPAA uses the terms “individual” and “patient”; on Beautox Bar forms we generally say “Client.” We take our responsibility to safeguard your health information seriously.

How We Use and Disclose Your Health Information — Treatment, Payment, and Health Care Operations

We may use and disclose your PHI without a separate written authorization when permitted by HIPAA for:

- Treatment — to provide, coordinate, or manage your care (for example, among our clinicians and staff involved in your services, and with other providers involved in your treatment).
- Payment — to bill and collect for services, including with insurers or other payers when applicable.
- Health care operations — quality improvement, training, credentialing, business planning, customer service, and similar clinic operations.

For most other uses and disclosures—including many releases to third parties—we will obtain your valid written authorization when required. Under Minnesota law (see below), many releases of health records still require your signed, dated consent even when federal HIPAA would otherwise allow the disclosure. When state law is more protective of your privacy, we follow the more protective rule.

Special Circumstances — Uses and Disclosures Without Authorization



In certain situations, federal or Minnesota law may permit or require us to use or disclose PHI without your written authorization. Examples include:

- Public health and health oversight activities — for example, reporting certain diseases, injuries, or vital events; reporting to public health authorities; or disclosures to agencies that oversee the health care system, government programs, or civil-rights laws, when required or authorized by law.
- Court or administrative orders — disclosures required by a valid court order, administrative tribunal order, or other compulsory legal process, to the extent allowed by law.
- Law enforcement — disclosures required by law or in response to a valid warrant, subpoena, or similar process, or as otherwise permitted when law enforcement requests information as provided by HIPAA and Minnesota law.
- Serious threat to health or safety — when we believe in good faith that a use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public, consistent with applicable law and ethical standards.
- Military and veterans' activities — when required for Armed Forces personnel under applicable military command authority or related federal rules.
- National security and intelligence — disclosures authorized by law for national security, intelligence, or protective services for the President and others.
- Correctional institutions and custody — disclosures to a correctional institution or law-enforcement official having lawful custody of an inmate or other individual, when necessary for health care, health and safety, or the safety and security of the institution, as permitted by law.
- Workers' compensation — disclosures as authorized by and to the extent necessary to comply with workers' compensation or similar programs established by law.

We may also disclose PHI as otherwise required by law, including mandated reporting of suspected abuse or neglect when applicable. This list is not exhaustive; other limited disclosures may be permitted or required under 45 CFR Parts 160 and 164 or Minnesota statutes.

Business Associates

We may share PHI with vendors and other "business associates" who perform services for us (for example, billing, information technology, electronic health record systems, or transcription), but only under written business associate agreements (BAAs) that require them to safeguard your information as required by HIPAA.

Minnesota Health Records Act

Minnesota's Health Records Act (Minn. Stat. §§ 144.291–144.298) often requires a patient's signed, dated consent before a provider may release health records, except for specific statutory exceptions (for example, a medical emergency when the patient is unable to consent; disclosures to other providers within related health care entities for current treatment; and certain other situations described in the statute).



You generally have a right to access your health records within thirty (30) calendar days of a written request. Copy fees, if any, are limited by Minn. Stat. § 144.292. When Minnesota law is more protective of your privacy than federal HIPAA, we follow Minnesota law.

Marketing

We will not use or disclose your PHI for marketing that requires an authorization under HIPAA unless you sign a separate written authorization. (If Beautox Bar uses a clinical photography or marketing authorization form, that form—not this Notice—governs those uses.) Appointment reminders and treatment-related communications are generally allowed and are not treated as marketing under HIPAA.

Your Rights Regarding Your Health Information

Under HIPAA (and, where applicable, Minnesota law), you generally have the right to:

- Request confidential communications of PHI by alternative means or at alternative locations (for example, an alternative address or phone number).
- Request restrictions on certain uses or disclosures. We are not always required to agree, except when you pay out of pocket in full for an item or service and ask us not to disclose PHI about that item or service to a health plan for payment or health care operations purposes (45 CFR § 164.522).
- Inspect and obtain a copy of your PHI in our designated record set. Submit a written request to either Beautox Bar LLC or Beautox Bar WBL LLC. This right does not extend to psychotherapy notes (if any) or to information compiled in reasonable anticipation of, or for use in, a legal proceeding.
- Request an amendment to PHI you believe is incorrect or incomplete. Submit a written request stating the reason for the amendment. We may deny the request in certain circumstances and will explain why.
- Receive an accounting of certain disclosures of your PHI.
- Obtain a paper copy of this Notice at any time, even if you agreed to receive it electronically.
- Provide a written authorization for uses and disclosures not otherwise permitted by this Notice or by law, and revoke that authorization in writing (except to the extent we have already acted in reliance on it).
- Receive notice of a breach of unsecured PHI when required by law.
- File a complaint with the Clinic and/or with the U.S. Department of Health and Human Services, Office for Civil Rights (OCR) / Secretary, without retaliation. Written complaints to the Clinic are welcome (see Questions / Complaints below).

Questions / Privacy Officer

If you have questions about this Notice, wish to exercise your rights, or believe your privacy rights have been violated, contact our Privacy Officer or Clinic Manager at either clinic location, or by calling 763-205-6952:

- Beautox Bar LLC — 7372 Kirkwood Court N, Maple Grove, MN 55369
- Beautox Bar WBL LLC — 4503 Allendale Drive, White Bear Lake, MN 55127



You also have the right to file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights (OCR). Information is available at www.hhs.gov/ocr. We will not retaliate against you for filing a complaint.

Effective Date and Changes to This Notice

This Notice is effective September 26, 2026. Beautox Bar may revise this Notice of Privacy Practices from time to time. Material changes will be posted and made available at our clinics (and we may also post an updated version on www.beautoxbar.com). A new written acknowledgment of receipt is not required solely because the Notice is revised; however, you may request a current copy of the Notice at any time.

Acknowledgment that you have received or been presented with this Notice of Privacy Practices is included in the single Acknowledgment and Agreement signature section at the end of this document. There is no separate mid-document signature for the Notice alone.

PART 2 — ARBITRATION AGREEMENT

Please read this Arbitration Agreement carefully. By signing this document, you knowingly and voluntarily agree to resolve covered disputes through binding arbitration rather than through a court or jury trial, as described below. This Agreement is governed by the Minnesota Uniform Arbitration Act, Minn. Stat. ch. 572B, and, where applicable, the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

Article 1 — Agreement to Arbitrate

It is understood that any dispute as to medical malpractice—that is, whether any medical services rendered under this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered—will be determined by submission to binding arbitration as provided by Minnesota law, and not by a lawsuit or resort to court process, except as Minnesota law provides for judicial review of arbitration proceedings. By signing this Agreement, Client (also referred to as “you”) and Beautox Bar LLC and/or Beautox Bar WBL LLC (together with their providers, employees, agents, and associates, “Beautox Bar”) are each giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration. This waiver is knowing and voluntary.

Article 2 — Scope

This Agreement applies to all claims relating to treatment or services provided by Beautox Bar LLC and/or Beautox Bar WBL LLC and their providers, employees, agents, and associates—including claims for medical malpractice or professional negligence, and related non-malpractice disputes arising out of or relating to the professional relationship or services—whether such claims are asserted by Client, Client’s heirs, spouse (including claims for loss of consortium), children (born or unborn), guardians, or other persons claiming through Client. This Agreement applies to claims that exceed the jurisdictional limit of Minnesota small-claims (conciliation) court.

Disputes as to medical care and related claims described above shall be resolved by arbitration under this Agreement. Gateway issues of whether an agreement to arbitrate exists, or whether a controversy is subject to



arbitration, are decided by a court as provided by Minnesota law (see Minn. Stat. § 572B.06(b)). Nothing in this Agreement is intended to conflict with that statute.

Article 3 — Procedures and Applicable Law

A demand for arbitration must be made in writing and delivered to the other party. Within a reasonable time after a demand, each party shall select an arbitrator (a “party arbitrator”), and the two party arbitrators shall select a third, neutral arbitrator. If the party arbitrators cannot agree on a neutral arbitrator, the American Arbitration Association (AAA) or a Minnesota court of competent jurisdiction may appoint one as provided by law. Arbitration shall be conducted under the AAA Commercial Arbitration Rules (or any successor rules), to the extent consistent with this Agreement and Minnesota law, unless the parties agree otherwise in writing.

Fees and expenses of the neutral arbitrator shall be shared pro rata by the parties, unless the arbitrator or applicable law provides otherwise. Each party shall bear its own party-arbitrator fees and its own attorneys’ fees and costs, except as Minnesota substantive law or the arbitrator’s award may otherwise provide. Either party may request bifurcation of liability and damages issues. Related claims may be joined where appropriate under applicable rules. Minnesota substantive law (including any applicable damages limitations) shall apply to the merits of the dispute. The seat and venue of arbitration shall be in Minnesota, in Hennepin County or Ramsey County.

Nothing in this Agreement waives nonwaivable rights under Minn. Stat. § 572B.04, including the right to be represented by a lawyer.

Article 4 — General Provisions

All claims arising out of the same incident or course of treatment shall be resolved in one arbitration proceeding. Filing a demand for arbitration within the applicable statute of limitations preserves the claim for arbitration purposes to the same extent as filing a civil action would. Failure to pursue a claim with reasonable diligence, or to demand arbitration within the time allowed by Minnesota law, may result in waiver or bar of the claim as provided by applicable law.

Article 5 — Revocation

Client may revoke this Arbitration Agreement by giving written notice to the Clinic within thirty (30) days after the date Client signs this document. Written notice of revocation must be delivered to Beautox Bar LLC at 7372 Kirkwood Court N, Maple Grove, MN 55369, or Beautox Bar WBL LLC at 4503 Allendale Drive, White Bear Lake, MN 55127 (or such other address as the Clinic may designate). If this Agreement is not revoked within that thirty-day period, it governs professional services thereafter and disputes within its scope.

Article 6 — Retroactive Effect

By signing this Agreement, Client intends that it cover professional services rendered before the signature date (including any earlier visits) as well as services on and after the signature date, and that it be effective as of the



date of Client's first professional services with Beautox Bar LLC and/or Beautox Bar WBL LLC. No separate initials are required for this Article.

Acknowledgment and Agreement

By signing below, Client acknowledges and agrees that:

- (1) Client has received or been presented with Beautox Bar's Notice of Privacy Practices (Part 1 of this document);
- (2) Client has read and understands the Arbitration Agreement (Part 2 of this document), or had it read and explained;
- (3) Client voluntarily agrees to binding arbitration and knowingly waives the constitutional right to a court or jury trial for covered disputes, as described in Part 2;
- (4) Client has had an opportunity to ask questions about this document, and those questions have been answered to Client's satisfaction; and
- (5) Client may revoke the Arbitration Agreement within thirty (30) days of signature by giving written notice to the Clinic as described in Article 5.

A copy of this form is available on www.beautoxbar.com, and Client may request a copy for Client's records.

Client Name (print): _____

Date of Birth (optional): _____

Client Signature:

Date: _____

Clinic Team Member Name (print): _____

Clinic Team Member Signature:

Date: _____

This consent applies to services provided by Beautox Bar LLC — 7372 Kirkwood Court N, Maple Grove, MN 55369 and Beautox Bar WBL LLC — 4503 Allendale Drive, White Bear Lake, MN 55127. Phone: 763-205-6952 • www.beautoxbar.com

Authorities: 45 CFR Parts 160 & 164 (HIPAA); Minn. Stat. §§ 144.291–144.298 (Health Records Act); Minn. Stat. ch. 572B (Uniform Arbitration Act); Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.