

Founders Membership Purchase Agreement

Kaleidoscope at Prana del Mar

1. The Membership

- A. Company: KVIO LLC, a Delaware limited liability company (“Company”).
- B. Holder: _____.
- C. Membership price: US \$50,000, payable in full at the time of purchase by wire transfer or ACH.
- D. What the Membership is: a prepaid right to participate in services offered by Company during its wellness and coaching retreat Program, including ForeverCare. Holder may designate one Attendee to participate in one Program, together with the Attendee’s own Companion, as defined and governed by the attached Terms and Conditions (Exhibit A).
- E. This Agreement consists of this cover page and the attached Terms and Conditions (Exhibit A), which is incorporated into this Agreement by reference and forms a part of it. In the event of a conflict between this cover page and Exhibit A, this cover page controls as to the business terms identified above, and Exhibit A controls as to all other matters.

2. Signatures

- A. By executing this Agreement below, Holder acknowledges having received and reviewed Exhibit A in its entirety, and agrees to be bound by the terms of this Agreement and Exhibit A.

HOLDER

Signature: _____ Date: _____

Printed name: _____

KVIO LLC

Signature: _____ Date: _____

Name / Title: _____

Exhibit A — Terms and Conditions

Kaleidoscope at Prana del Mar | Attached to, and incorporated by reference into, the Founders Membership Purchase Agreement

1. Definitions

- A. “Attendee” means the individual designated by the Holder to participate for the entire duration of a 28-day Program using a Membership, who may be the Holder or another person designated by the Holder.
- B. “Company,” “we,” or “us” means KVIO LLC, a Delaware limited liability company.
- C. “Companion” means the person whom the Attendee designates to participate alongside the Attendee under the same Membership, at no additional charge — typically a spouse, partner, other family member, or person who is central to the Attendee’s life and support system, though the choice of who belongs to the Attendee. The Companion participates on-site during the fourth and final week of the Program; during the first three weeks of the Program, while the Attendee is on-site, the Companion instead participates remotely in Company’s online curriculum for Companions, including connection with other Companions. A reference in these Terms to the Attendee’s rights or obligations applies equally to the Companion, except where these Terms say otherwise, or where this definition states a different scope of participation.
- D. “ForeverCare” means the Company’s post-Program coaching and aftercare service made available to the Attendee and the Companion following completion of the Program, as further described in the Company’s separate ForeverCare Terms of Service.
- E. “Guest Agreement” means the separate Guest Participation Agreement between Company and each of the Attendee and the Companion, which each must sign, and which governs that person’s participation in the Program, including the release, assumption of risk, and program rules.
- F. “Holder” means the person who purchased a Membership, or the person to whom a Membership has been validly transferred under Section 5.
- G. “Membership” means a Founders Membership issued under these Terms and Conditions (these “Terms”), entitling the Holder to participate in services offered by Company during its wellness and coaching retreat Program, including ForeverCare. A Holder may designate one Attendee to participate in one Program, together with that Attendee’s own Companion, as described in these Terms, subject to these Terms and to the Guest Agreement.
- H. “Presale Period” means October 1, 2026 through December 31, 2026. The Company may shorten, extend or terminate the Presale Period at any time in Company’s discretion.
- I. “Program” means the Company’s 28-day wellness program operated under the Kaleidoscope at Prana del Mar brand at its affiliated facility in Cabo San Lucas, Baja California Sur, Mexico, together with the associated pre-arrival home preparation component and, following completion of the retreat portion, ForeverCare.
- J. “Target Opening Date” means January 31, 2027, the date by which Company currently targets, but does not commit or guarantee, that the Program will become operational, and which may be postponed. See Section 7.

2. What a Membership Is — and Is Not

- A. A Membership is a prepaid right to participate in services offered by Company during its wellness and coaching retreat Program, including ForeverCare. A Holder of a Membership may designate one Attendee to participate in one Program, together with that Attendee's own Companion, with the Companion's participation on the timing and scope described in the definition of "Companion" in Section 1. It is not itself a reservation or an admission ticket; a specific Program date must still be booked, and the Attendee and the Companion must still be cleared to attend under Section 6.
- B. A Membership does not represent, and shall not be construed to represent, any equity, LLC membership interest, profit-sharing, revenue-sharing, partnership, joint venture, or other ownership or financial interest in Company or any of its affiliates. A Membership carries no voting, information, or governance rights of any kind, and no expectation of investment return. **A Membership is not intended to constitute a security under federal or state law, and the Holder acknowledges that Holder is not relying on any expectation of profit derived from the efforts of Company or any third party in purchasing a Membership.**
- C. The price of a Membership is the same regardless of whether it is purchased for the buyer's own use (together with the buyer's Companion) or as a gift designating a different Attendee and Companion, except as set out in Company's then-current published promotional terms.
- D. A Membership includes access to ForeverCare, for both the Attendee and the Companion, on the terms set out in the Company's ForeverCare Terms of Service, which is incorporated into these Terms by reference. ForeverCare's own terms — including its duration, what is included at no charge, what is available only à la carte, and what (if anything) applies after the first year — are governed by that separate document and may differ from the terms of the Membership itself.
- E. The Program consists of a variety of activities and modalities that Company may adjust for a particular Attendee or Companion based on that person's individual needs, abilities, medical history, or other circumstances, including by substituting, modifying, or excluding a specific activity or modality. Such an adjustment does not affect the Membership or the Attendee's or Companion's eligibility to participate in the Program generally, and does not entitle the Holder, Attendee, or Companion to any refund, credit, or other remedy.
- F. Participation in the Program, including applicable conduct and program rules, is governed by the Guest Agreement, which each Attendee and Companion must sign before participating. These Terms are subject to the Guest Agreement with respect to those matters, and nothing in these Terms limits Company's rights under the Guest Agreement.
- G. A Membership does not include pre-arranged travel or tourist-related services. Company is not a travel agent, tour operator, or seller of travel, and does not sell, provide, furnish, contract for, or arrange air or ground transportation, lodging, or any other travel service as a standalone item. Membership fees do not include, and may not be used to purchase, air or ground transportation, lodging, or any other travel service as a standalone item apart from the Program. Any transportation to or from the Program site is arranged by the Attendee or Companion directly with third-party providers; to the extent Company facilitates any such arrangement as a convenience, that service is incidental to the Program, is not separately sold, and is not Company's principal business.

3. Purchase and Payment

- A. The price of a Membership purchased during the Presale Period is US \$50,000 (the “Presale Price”). After the Presale Period, Company may set, and from time to time change, the price of a Membership, the inclusion (or exclusion, at additional charge) of a Companion, and any discount, tier, or other pricing structure, all in Company’s sole discretion. Nothing in this Agreement, and no statement in marketing or other materials about anticipated future pricing, commits Company to any future price, pricing structure, or Companion inclusion. The price stated above is per Membership, not per person, for a Membership purchased during the Presale Period, and covers both the Attendee and the Companion together as described in these Terms.
- B. The full Membership price is due at the time of purchase. Company does not offer deposits or installment purchase of a Membership under these Terms.
- C. Company accepts payment by wire transfer or ACH only. Company does not accept credit card payment for a Membership. Wire or ACH instructions will be provided separately by Company. Holder should independently verify payment instructions by phone with Company before sending funds, and Company is not responsible for funds sent to an incorrect or fraudulent account.
- D. All amounts are stated in, and payable in, United States dollars, and are exclusive of any taxes Company is required by law to collect.

4. No Expiration; Availability

- A. A Membership does not expire and is not subject to any dormancy fee, service fee, account maintenance fee, or cash-out fee of any kind.
- B. Company will issue no more than 100 Founders Memberships under these Terms. Because each Membership seats two people (the Attendee and the Companion), this cap means up to 200 attendees in the Founders category.

5. Assignment; Not for Sale

- A. A Holder may assign a Membership, at no charge and without receiving any consideration, to another natural person, who becomes the new Holder with the right to designate an Attendee, provided the Holder gives Company written notice of the assignment, in the form Company specifies, identifying the transferee before the transferee books a Program date.
- B. A Membership may not be sold, or transferred or assigned for any consideration, whether directly between individuals or through a commercial reseller, auction site, marketplace, or similar channel. Company may request reasonable documentation or an attestation from the Holder and transferee confirming that a transfer is made without consideration, and may decline to recognize, and may cancel without refund, any purported transfer or assignment it reasonably believes was made for consideration, regardless of the channel through which it occurred. A Holder who transfers or assigns a Membership in violation of this Section 5 shall indemnify Company for any loss, cost, or liability Company incurs as a result.
- C. A transfer under this Section 5 does not change the price paid for the Membership or entitle the transferee to any refund.

- D. A Holder that validly assigns its Membership in accordance with this section has no rights to or benefits under the Membership from and after the date of assignment.

6. Booking; Eligibility; Screening

- A. To book a Program date, the Holder must designate an Attendee, and that Attendee must designate a Companion, and each of the Attendee and the Companion must complete Company's screening process and sign the Guest Agreement before a Program date is confirmed.
- B. Company reserves the right, in its sole discretion, to decline to confirm a booking, or to require additional information, if the screening process indicates the prospective Attendee or Companion may not be eligible to participate. A determination made under this Section 6 is final and is not subject to appeal, except as Company may otherwise agree in its sole discretion.
- C. If a prospective Attendee or Companion is determined not eligible to participate in the Program generally, the Holder who designated such Attendee may, at the Holder's election: (a) designate a different, eligible person as an Attendee; (b) hold the Membership for future use; or (c) assign the Membership in accordance with Section 5; provided that if the Attendee is known to the Holder at the time of purchase, the Holder may have that Attendee screened for eligibility to participate in the Program generally before completing the purchase. No refund is available under this Section 6; see Section 8.
- D. The Attendee may designate any Companion of the Attendee's choosing, including a person not previously identified to Company, provided that person is cleared through Company's screening process before the Program date is confirmed. Nothing in these Terms limits who the Attendee may bring as a Companion, other than the screening requirement itself.

7. Delay in Opening; Program Changes

- A. Company is targeting the Target Opening Date for the Program to become operational but makes no commitment or guarantee as to when the Program will open. No refund or other remedy is available based on the timing of the Program's opening; a Holder's Membership simply remains valid and usable once the Program opens, under Section 4.
- B. If Company cancels or reschedules a specific, already-confirmed booking for reasons within Company's control (other than a Force Majeure Event, defined in Section 12), the affected Attendee and Companion are entitled to priority rebooking at the next available Program date, which is the Holder's sole and exclusive remedy. No refund is available under this Section 7; see Section 8.
- C. Company may modify the content, format, facilitators, or specific dates of the Program from time to time, provided the Program continues to consist of a wellness retreat substantially consistent with the Program as marketed to the Holder at the time of purchase.

8. No Refunds

- A. To the maximum extent permitted under applicable law, all amounts paid for a Membership are **non-refundable under all circumstances, with no exception, including if the Attendee or the Companion is not eligible to participate in the Program generally, or if the Program's opening is delayed.** A Holder may not cancel a Membership for

convenience in exchange for a refund, and Company does not cancel a Membership for convenience. A Holder's sole remedy for a Membership the Holder no longer wishes to use, or for designating a person who turns out not to be eligible to attend, is to transfer the Membership pursuant to Section 5.

9. No Guarantee of Outcome; Not Medical Treatment

- A. The Program is a wellness and personal-development retreat. It is not medical treatment, is not a substitute for medical or psychiatric care, and is not marketed, intended, or represented as a treatment, cure, prevention, or recovery service for any substance use disorder, including alcohol or other substance use disorder, or for any other diagnosable medical or mental health condition. Company makes no representation or guarantee, express or implied, regarding any particular health, therapeutic, recovery, or personal outcome from participation in the Program, ForeverCare, or otherwise. Any general wellness, healing, or similar language used in connection with the Program describes the Program's subjective, experiential character and is not a representation that the Program will produce any specific physical, psychological, or therapeutic result for any individual.
- B. Any medical or clinical services made available in connection with the Program are provided by independent third parties under their own agreements with the Attendee or Companion, as described in the Guest Agreement. Company is not a party to those agreements and does not provide medical treatment.

10. Assignment by Company

- A. Company may assign its rights and obligations under these Terms, in whole or in part, to an affiliate of Company, including in connection with a reorganization, financing, or the transfer of intellectual property or operating functions among Company's affiliates, without the Holder's consent, provided the assignee assumes Company's obligations under these Terms.

11. Limitation of Liability

- A. To the maximum extent permitted by applicable law, Company's aggregate liability to the Holder, the Attendee, or the Companion arising out of or relating to a Membership or these Terms, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the amount actually paid for the Membership.
- B. To the maximum extent permitted by applicable law, in no event shall Company be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or lost opportunity, arising out of or relating to a Membership or these Terms.
- C. Company disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by applicable law. Nothing in these Terms limits liability that cannot be limited as a matter of law.
- D. The liability limitations in this Section 11, and the dispute-resolution provisions in Section 12, do not limit or narrow any liability limitation, waiver, or dispute-resolution provision in the Guest Agreement, which separately governs claims by the Attendee or Companion arising out of or relating to their participation in the Program.

12. Governing Law; Dispute Resolution

- A. These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles.
- B. Any dispute arising out of or relating to these Terms or a Membership shall be resolved by binding arbitration administered by the American Arbitration Association (or, at Company's election, JAMS) under its consumer arbitration rules then in effect, seated in Delaware. Each party may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. If any portion of this waiver is found to be unenforceable, then the entirety of this Section 12 shall be null and void as to that proceeding, and that proceeding shall instead be resolved in a court of competent jurisdiction. Nothing in this Section 12 prevents either party from seeking relief in small claims court for a qualifying claim, or from seeking injunctive relief in a court of competent jurisdiction to prevent irreparable harm.
- C. "Force Majeure Event" means an event beyond Company's reasonable control, including natural disaster, act of government, labor dispute, or public health emergency, that prevents or materially delays Company's ability to operate the Program.

13. Miscellaneous

- A. These Terms are the entire agreement between the Holder and Company with respect to the terms of Membership, and supersede all prior or contemporaneous conversations, understandings and arrangements regarding its subject matter. The Guest Agreement, once signed, is a separate agreement between Company and each of the Attendee and the Companion governing their participation in the Program.
- B. If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect.
- C. Company's failure to enforce any provision of these Terms is not a waiver of its right to do so later.
- D. Notices to Company under these Terms should be sent to bill@kaleidoscope.life.
- E. Any statement by Company regarding limited availability, founders pricing, or future price increases is not a guarantee that the stated cap, price, or timeline will in fact be reached, reduced, or enforced, and Company may modify or discontinue the Founders Membership program at any time.

ForeverCare Terms of Service

Kaleidoscope at Prana del Mar | Rider B to the Founders Membership Purchase Agreement

1. Definitions; Relationship to the Founders Membership Purchase Agreement

- A. These ForeverCare Terms of Service (“these Terms”) are Rider B to, and incorporated by reference into, the Founders Membership Purchase Agreement between Company and the Holder (the “Purchase Agreement”). Capitalized terms used but not defined in these Terms have the meanings given in Exhibit A to the Purchase Agreement, including “Company,” “Membership,” “Attendee,” and “Companion.”
- B. “ForeverCare Year” means each successive 12-month period beginning on the date the Attendee completes the retreat portion of the Program. “ForeverCare Year One” is the first such period.
- C. “Session” means one scheduled live coaching call between a coach and the Attendee or the Companion, as applicable.

2. Live Coaching — ForeverCare Year One (Included at No Additional Charge)

- A. During ForeverCare Year One, the following Sessions are included in the Membership price, at no additional charge:
 - i. Attendee: two Sessions per week during the first month of ForeverCare Year One, and one Session per week for the remainder of ForeverCare Year One (months two through twelve).
 - ii. Companion: one Session per week during months one through three of ForeverCare Year One, and one Session per month for months four through twelve.
- B. Sessions are coaching, not medical, psychiatric, or other licensed clinical treatment, and are not a substitute for the Attendee’s or Companion’s own medical or mental-health care. See Exhibit A, Section 9 of the Purchase Agreement.

3. Digital and Community Benefits (Included, No Expiration)

- A. For as long as Company offers ForeverCare, and subject to Section 6, the following are included in the Membership price at no additional charge and are not limited to ForeverCare Year One:
 - i. Access to Company’s digital app and online platform, The Twist™;
 - ii. Access to Company’s alumni community;
 - iii. Access to Company’s content library; and
 - iv. Livestreaming of on-site healing modalities (such as yoga and sound bath sessions), as described in the Guest Agreement.

4. Beyond ForeverCare Year One

- A. The live coaching included under Section 2 is a ForeverCare Year One benefit. The digital and community benefits under Section 3 continue on the basis described there, subject to Section 6.
- B. Additional live coaching and other ForeverCare services remain available to the Attendee and the Companion after ForeverCare Year One, at Company’s then-current published pricing. Nothing in these Terms obligates the Attendee or Companion to purchase any additional service.

5. Nature of ForeverCare

- A. ForeverCare coaching is a wellness and personal-development service. It is supplemental to, and not a substitute for, the Attendee's or Companion's own medical or mental-health care at home, is not a treatment, cure, or recovery service for any substance use disorder or other diagnosable condition, and Company makes no representation or guarantee regarding any particular outcome from it.

6. Changes; No Guarantee

- A. ForeverCare is continuously evolving as Company learns what resonates best with its alumni. Company reserves the right to modify the ForeverCare benefits at any time in Company's sole discretion; provided, however, that any such modifications will not reduce the amount and frequency of the live coaching Sessions described in Section 2. The foregoing is a floor on the live coaching Sessions only, and does not create any minimum commitment with respect to the digital and community benefits described in Section 3.
- B. Company may change coaches, Session format, the content library, or the digital platform from time to time, provided the general character of ForeverCare as described in these Terms is maintained.
- C. Company does not guarantee the availability of any particular coach or scheduling time and makes no representation or guarantee regarding any particular outcome from ForeverCare.

7. No Refunds

- A. No separate refund right applies to ForeverCare. ForeverCare is part of the Program covered by the Membership price, and Section 8 of Exhibit A to the Purchase Agreement (No Refunds) applies to it in full.

8. Governing Law; Miscellaneous

- A. These Terms are governed by, and incorporate by reference, Section 12 (Governing Law; Dispute Resolution) of Exhibit A to the Purchase Agreement.
- B. If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect.