

ALPHA TEST

PARTICIPATION AGREEMENT

This Agreement (the "Agreement") is made between Opti Metabolics ("Company") and the undersigned participant ("Participant") regarding participation in the Alpha Test of the Company's metabolic health improvement program (the "Program"). By accepting this Agreement electronically, Participant acknowledges and agrees to the following terms:

1. Informed Consent

Participant voluntarily agrees to enroll in the Opti Metabolics Alpha Test Program ("Program"). Participant understands the Program includes but is not limited to dietary recommendations, lifestyle changes, supplement use, wearable tracking, and bloodwork analysis.

Participant acknowledges and agrees that:

- The Program is for informational and educational purposes only.
- The Program does not provide medical diagnosis, treatment, or advice, and participation does not create a physician-patient relationship.
- Participants should consult with their personal healthcare provider before making any dietary, exercise, or medication changes.
- Results may vary, and there is no guarantee of any specific health outcome.

Participant assumes all risks associated with participation, including but not limited to allergic reactions, nutritional effects, inaccuracies in data, and other health changes.

2. What's Included in the Program

The Program includes the following services and materials over the course of one year:

- **Advanced Lab Work and Biomarkers:** Four comprehensive bloodwork panels, analyzing over 200 biomarkers.
- **Proprietary Health Risk Algorithms:** Access to personalized insights and hazard ratios using the Company's proprietary models (not evaluated by the FDA).
- **One-on-One Consultations** with a licensed medical doctor to understand your lab results and areas of risk.
- **Bi-weekly Coaching** to discuss your personal health plan: (Personalized nutrition, exercise, and supplement recommendations). Up to 24 sessions (~ 20 minutes each).
- **Client Portal Access:** Full access to your data, tracking tools, and resources.
- **Supplement Discount:** Permanent 15% discount on all supplements at Fullscript.com, regardless of future program renewal.



2. What's Included in the Program - continued

Getting Started Package (Yours to Keep):

- **3-month supply of Stelo Continuous Glucose Monitors (CGMs)**
 - Additional Stelo CGMs are available to purchase for \$100 for two units should Participant choose to use them longer than 90 days.
- **GE Profile Fit Smart Scale**
- **Braun ExactFit 3 Blood Pressure Cuff**
- **Keto Cookbook, tape measure, and guide**
- **Getting Started Guide and supplements starter kit**

Note: Product delivery is subject to availability. The Company reserves the right to substitute equivalent items if necessary.

3. Program Duration and Cost

- **The Program spans 12 months.**
- **Total cost: \$3,000.00, reflecting a 50% discount from the standard rate of \$6,000.**
- **Full payment is required prior to participation.**
- **Refund Policy:** Participants may cancel within 72 hours of signing for a full refund, provided bloodwork has not been drawn. After this period, no refunds will be issued except in cases of material failure by the Company to deliver core services.
- **At the end of the Program, participants may be offered a discounted renewal or alternate offerings, at the Company's discretion. Participants may also choose not to renew their membership.**

4. Participant Expectations

Participants are encouraged—but not contractually obligated—to:

- **Complete bloodwork testing at 0, 110, 220, and 330 days.**
- **Track lifestyle data (nutrition, sleep, activity) using devices (Apple Health, Google Fit, or equivalent) or manual tracking tools.**
 - Device-tracked information will be captured by Apple Health (or similar) and then entered into Pre-coaching Progress Tracker (Company will add integration with Apple Health and Google Fit in the next 3-6 months.)
 - Nutrition, lifestyle, and sleep data will be reported at summary-level (see examples below)
 - *What was the quality of your eating over the last two weeks?*
 - *How many times did you dine out? Eat fried foods?*
 - *What was your activity level over the last two weeks?*
 - *How have you been sleeping?*
- **Attend bi-weekly health coaching sessions.**
- **Complete surveys and feedback to assist with program refinement.**

Failure to complete specific components will not invalidate the Agreement but may limit the effectiveness of the Program.

5. Health and Medical Disclaimer

- The Company and its representatives do not provide medical advice.
- All content and recommendations are for general wellness and educational purposes only.
- Participants must not discontinue or alter prescribed medications without first consulting their healthcare provider.
- The Company's algorithms and analytical tools are not FDA-approved or intended to diagnose or treat medical conditions.
- There are no financial relationships between the Company and any pharmaceutical or diagnostic companies involved in the Program.

6. Liability Waiver and Release

Participant assumes all risks and responsibilities associated with participation.

To the fullest extent permitted by law, Participant hereby waives, releases, and holds harmless the Company, its owners, employees, contractors, and affiliates from any and all claims, damages, injuries, or liabilities arising out of or related to the Program.

This waiver does not apply to claims arising from gross negligence or intentional misconduct.

7. Data Use and Privacy

- The Company collects and analyzes Participant data, including lab results, biometric information, wearable device data, and survey feedback.
- Data is used for Program delivery, improvement, and research.
- Data will be kept confidential, stored securely, and not shared without explicit written consent except as required by law.
- Health data may be anonymized and aggregated for research and development purposes.
- Participant has the right to access or request deletion of personal data at any time by contacting [success@optimetabolics.com].

The Program is not subject to HIPAA, but the Company adheres to reasonable industry-standard data protection practices.

8. Confidentiality and Social Media Use

A. Confidentiality

Participant agrees to keep confidential and not disclose, reproduce, or distribute:

- Proprietary information, methodologies, scoring systems, internal protocols, and unpublished data or algorithms.

This obligation remains in effect indefinitely unless such information becomes public through no fault of the Participant.



Participants may not present themselves as Company representatives or make public claims on its behalf without written authorization.

B. Social Media Guidelines

Participants are welcome to share their personal experiences with the Program on social media, provided:

- No proprietary or confidential information is disclosed.
- Posts reflect honest, genuine experiences and do not misrepresent the Program.
- If the Company is tagged or mentioned, it may re-share such content at its discretion.
- The Company reserves the right to request edits or removal of content that violates these terms.

All public content must comply with applicable laws, platform policies, and community standards.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of laws principles.

Any dispute arising under this Agreement shall be resolved through binding arbitration in Austin, TX, administered by the American Arbitration Association. Each party will bear its own costs and attorneys' fees, unless otherwise required by law.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding participation in the Program. It supersedes all prior or contemporaneous agreements, understandings, and representations.

Any amendments must be made in writing and signed by both parties.

11. Acknowledgment

By clicking "I Agree" or otherwise indicating acceptance electronically, Participant confirms that they have read, understood, and agreed to all terms of this Alpha Test Participation Agreement.