

OPTI METABOLICS SNAPSHOT - PARTICIPATION AGREEMENT

“This Agreement (the "Agreement") is made between Opti Metabolics ("Company") and the undersigned participant ("Participant") regarding participation in the Opti Metabolics Snapshot, a metabolic health assessment offering of the Company (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 Snapshot (“Program”). Participant understands the Program includes advanced laboratory testing, biometric and health information review, and interpretive assessment of results for informational and educational purposes.

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. The Program includes the following services and materials:

- **Advanced Laboratory Testing and Biomarker Analysis:**
 - The Program includes a single comprehensive bloodwork panel designed to assess 200 key metabolic, inflammatory, cardiovascular, and hormonal biomarkers for the purpose of establishing a current metabolic snapshot.
- **Proprietary Health Risk Algorithms, Dashboards, and Assessment Reports:** Access to interpretive insights and hazard ratios using the Company’s proprietary analytical models (*not evaluated by the FDA*).
- Participants will be provided access to their laboratory results and assessment materials through the Company’s designated delivery method.
- **Supplement Discount:** 25% discount on first purchase of supplements at Fullscript.com, permanent 20% discount on all supplements at Fullscript.com, regardless of future program renewal.
 - Supplement access and discounts are optional. The Company does not prescribe, recommend, or require the use of any supplements as part of the Program.

Note: Product delivery is subject to availability. The Company reserves the right

to substitute equivalent items if necessary.

3. Program Cost

- **Total cost: \$1,500.00**
- **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.**

4. Participant Expectations

- **Participants are responsible for completing the required bloodwork and providing accurate health and biometric information as requested for purposes of the assessment.**
- **Failure to complete required components or provide accurate information will not invalidate this Agreement but may limit the usefulness or completeness of the assessment results.**

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 laboratory results, biometric and health intake information, and assessment-related communications.**
- **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].
- **SMS Notifications.** Opti Metabolics may send text message (SMS) alerts only if you enable them in your account settings. These messages may include appointment reminders, result updates, or important account notifications. Message frequency depends on your selected preferences. Message and data rates may apply. You can disable SMS notifications at any time from your dashboard. Your phone number will not be sold or shared with third parties for marketing purposes.
 - **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, the Participant confirms that they have read, understood, and agreed to all terms of this Participation Agreement.