

## BETA TEST - PARTICIPATION AGREEMENT

This Agreement (the "Agreement") is made between Opti Metabolics ("Company") and the undersigned participant ("Participant") regarding participation in the Beta 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 Beta Test Program ("Program"). Participant understands the Program includes but is not limited to dietary recommendations, lifestyle changes, supplement use, 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:** Your program includes four bloodwork panels.
  - The first panel provides a broad, comprehensive assessment of more than 200 biomarkers to establish your unique baseline and identify key risks.
  - The later panels are more targeted, designed to measure how your body is responding over time. These follow-up draws focus on progress markers—such as insulin resistance, oxidative stress, and essential vitamins—so your health plan can be refined as needed.
- **Proprietary Health Risk Algorithms, Dashboards, and Assessment Reports:** Access to personalized insights and hazard ratios using the Company's proprietary models (*not evaluated by the FDA*).
- **Up to 16 coaching sessions** (~30–60 minutes each) to discuss your personal health plan, including personalized nutrition, exercise, and supplement recommendations.
- **Client Portal Access:** Full access to your data, tracking tools, and resources.
- **Supplement Discount:** 25% discount on first purchase of supplements at [Fullscript.com](https://Fullscript.com), permanent 20% discount on all supplements at Fullscript.com, regardless of future program renewal.

- **Getting Started Package (Yours to Keep):**
  - **Getting Started Guide**
  - **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.
  - **Omron Gold Blood Pressure Cuff**
  - **Body measure tape**
  - **Credits for two DEXA Scans through BodySpec**
  - **90-days access to Cronometer food and activity tracking app (renewable upon usage and request)**

***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: \$4,500.00, reflecting a 25% 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, 100, 200, and 300 days.**
- **Track lifestyle data (nutrition, sleep, activity) using devices (Apple Health, Google Fit, or equivalent) or manual tracking tools.**
  - **Device-tracked information may be captured by Apple Health (or similar apps) and entered into the Pre-Coaching Progress Tracker.**
  - **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 health coaching sessions or reschedule at least 24 hours before scheduled time.**
  - **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].
- **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.
- **Recording of Coaching Sessions and Automated Note-Taking.** As part of Program delivery, quality assurance, and ongoing improvement efforts, the Company records coaching sessions and may use automated tools to generate internal summaries or notes from those sessions. Recordings and automated notes are used solely for internal quality

assurance, coach training, and program improvement purposes.

Following each coaching session, Participants receive coach-prepared notes, summaries, recommendations, and/or action steps, as applicable. Session recordings and internal automated notes are not part of a Participant's medical record or Designated Record Set, are not used as the sole basis for individual care decisions, and are not provided for individual access. These materials are maintained as internal quality-improvement resources and are not intended to serve as a verbatim record of the session.

- 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 Beta Test Participation Agreement.**