

HEALTH ACKNOWLEDGMENT AND MEMBERSHIP AGREEMENT HEALTH ACKNOWLEDGEMENT

I, member of Facts over Fads Nutrition (“Take Charge”), acknowledge that I do not have any health conditions below that would prevent me from participating/enrolling in the Facts over Fads Monthly Nutrition Plans (“Monthly Nutrition Plans”) online. If you have a severe allergy to corn, corn products, gluten, milk, soy, wheat, peanuts or tree nuts; require a special diet (vegan, kosher or halal); have celiac disease; are being treated with hemodialysis; are currently being treated for anorexia/bulimia; are pregnant or breastfeeding or have had a baby within the last 6 weeks; or are an adolescent (under 18 years old) you may receive modified Monthly Nutrition Plans and should consult your physician or a health care provider before taking part in the Monthly Nutrition Plans. If you have an allergy to fish, garlic, onion, or yeast, you may enroll; however, you will also receive modified Monthly Nutrition Plans. If you have other allergies, you may enroll but it is important to disclose all allergies prior to the Monthly Meal Plans being assigned. I understand I am responsible for disclosing all allergies to Facts over Fads and checking the ingredients for all items prior to purchasing or consuming.

I understand that Facts over Fads IS NOT RESPONSIBLE for any reactions or side effects of allergies or conditions, either disclosed or undisclosed. I also acknowledge that I do not have any other health condition noted above that would prevent me from enrolling in the Monthly Nutrition Plans. I also acknowledge that if I have any other health conditions or are taking any prescribed medications I will discuss the following with my physician prior to starting the menu plan: my ability to participate in the Monthly Nutrition Plans, my ability to engage in moderate physical activity and activities of daily living or my need to modify your medication dosage, particularly if I take blood pressure or diabetes medications.

If you have diabetes and are taking insulin, you may enroll in Facts over Fads only if you: regularly monitor your blood glucose and know how to manage changes in your blood glucose; regularly visit your doctor or health educator for diabetes management; do not have severe diabetes complications (foot ulcers, nerve, eye or kidney disease); will share Facts over Fads Monthly Nutrition Plans information with your doctor, prior to starting the meal plan, in order to decide if the Monthly Nutrition Plans is for you, how to reduce your insulin and/or modify your glucose goals; and will consult your doctor during your Monthly Nutrition Plans regarding the need to modify your medication(s) due to changes in your weight, calorie level and/or health condition. I also acknowledge that I am responsible for my own health, will regularly consult my doctor regarding the need to modify medications and/or my level of physical activity, and will inform him/her if I experience changes in my health condition during the course of my Monthly Nutrition Plans. Facts over Fads staff are not healthcare professionals; all medical management questions will be referred to your doctor.

MEMBERSHIP AGREEMENT ACKNOWLEDGEMENT

I agree to enroll in the Facts over Fads Monthly Coaching Plans for the term of the Membership as outlined in Section 2 below ("Monthly Coaching Plans"). I understand that none of Facts over Fads, its Monthly Coaching Plans, consulting advice or products is a substitute for medical advice, diagnosis or treatment and that Facts over Fads is not a medically-licensed service or facility. I understand that Facts over Fads is not providing me with any medically necessary Monthly Coaching Plans, treatment or advice and that much of the success of the Monthly Coaching Plans will depend on my efforts. I also understand that there are no guarantees or assurances that the Monthly Coaching Plans will be successful except as otherwise represented by a current advertisement or special offer. My enrollment in the Monthly Coaching Plans is effective and will commence upon the acceptance of this Agreement, will last for the term that I am purchasing (the " Term") and will continue until it expires as listed below. I acknowledge that this Agreement includes a binding arbitration provision and Class Action Waiver in Section 9 which affects my legal rights, and a prior express consent to call/text provision in Section 5. By accepting this Agreement, I acknowledge I have read those sections carefully.

Facts over Fads Memberships Features:

- Learn how to eat healthy, portion control, and fuel your body to perform and look the way you want.
- Nutrition Plans tailored to you and your goals based on the questionnaire you fill out AFTER completing your purchase.
- Calories, Macros, and Meal Templates assigned to you for clear direction on what to eat and when to eat it.
- Grocery shop, cook, and eat. Let us do the thinking.
- Substitution foods list to tailor your plan to better fit your taste and your daily routine.
- 24/7 communication and support from your Nutrition Coach and FoF Community of Facts over Fads Members to help you be more accountable and be part of a team

Price. The price varies based on the length of commitment and are broken down as follows:

- App Only : \$20/mo
- Nutrition Basics: \$100/mo
- Premium Nutrition Coaching: \$200-\$300/mo

All prices are billed on a monthly basis with the first month billed at time of enrollment. The prices per month above do not include taxes which will also be billed on a monthly basis.

Prior Express Consent to Call/Text and Privacy and Use of Personal Information.

By providing your contact information You authorize Facts over Fads to use this information to provide and personalize your membership services, including appointment reminders and consulting support; to provide You with access to your account information; and to communicate news, promotional offers and discounts. We may communicate to You via email, mail, telephone, or text message, including after your membership ends. Standard message and data rates may apply. By signing this Agreement, You agree to be contacted by Facts over Fads and/or its agents via an automatic telephone dialing system and/or artificial or prerecorded voice, for any purpose, including marketing, at any number you have provided. You understand you are not required to provide such consent as a condition of receiving any good or service. Facts over Fads will take all steps necessary to ensure that privacy principles and requirements with respect to your personal information are followed under applicable state and federal laws. View Facts over Fads privacy policy at www.factsoverfads.com/privacy for more information.

Representations and Warranties of Clients. I represent and warrant that I am in good health and am able to participate in the Monthly Nutrition Plans. I acknowledge that any questions concerning my health and my ability to participate in the Monthly Nutrition Plans have been discussed with my physician or will be discussed with my physician before I participate. I acknowledge that I am responsible for my own health and will inform my physician and my Facts over Fads consultant if I experience any changes in my health while I participate in the Monthly Nutrition Plans. I will inform my Facts over Fads consultant of all prescriptions medications, non-prescription medications, diet aids and supplements that I am taking and any changes in dosage. I acknowledge and understand that employees of Facts over Fads are not health care practitioners or professionals and do not possess the skill or authority to diagnose, recognize or treat individual health or medical issues. I acknowledge that my failure to follow the Monthly Nutrition Plans protocols and eat the food and supplements recommended to me through the Monthly Nutrition Plans may impact my individual results.

Cancellation and Refund Policy. I understand that I can cancel this Agreement at any time without penalty during the period that ends at midnight the third business day after I accept it, or later if required by law, as described below.

I understand that if I cancel the Agreement any time after the 3-day cancellation period expires, any amounts paid in advance and any amounts still outstanding for the membership, including my first month's Monthly Membership Payment, are still due and non-refundable.

Cancellation Rights Due to Death, Disability. In addition to the 3-day cancellation right set forth below, you or your legal representative may cancel this Agreement: (i) in the event of your death or disability, (ii) in the event Facts over Fads goes out of business, (iii) in the event Facts over Fads materially changes the services promised in this Agreement, or (iv) you are called to active duty by any branch of the U.S. military. If

you are permitted to cancel this Agreement and have prepaid for membership services, the prepaid amount that is allocable to services that you have not received shall be refunded to you on a prorated basis within 10 business days. Cancellation requests in accordance with this Section shall be made in writing delivered to the address of Facts over Fads.

NOTICE TO BUYER/BUYER'S RIGHT TO CANCEL. I understand that I have the right to cancel this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the date of this Agreement, or later if required by law. We do not provide refunds or credits for any partial month or unused membership periods. To cancel, please message the Facts over Fads Coaches via your chat feature in the app "My PT Hub". You are required to book a cancellation call with your assigned coach. You may also mail or deliver a signed and dated notice, which states that You are canceling this Agreement or words of similar effect. Your cancellation notice, if mailed, must be sent to: "Facts over Fads Nutrition and Fitness LLC., Attn: Joseph Guandolo, 27909 Azalea Creek, San Antonio, Texas 78015." Cancellation must be postmarked by midnight of the third business day following the date You signed this Agreement. Your refund, if any, shall be sent to You within 10 days following Facts over Fads's receipt of Your cancellation notice.

Term, Termination and Renewal. You may terminate this Agreement without penalty at any time after your commitment length has been completed; provided that, You will not receive a prorated refund for the current Term. To cancel, you must schedule a call with your Facts over Fads coach to process your cancellation. Upon termination or expiration of this Agreement, Your right to use member benefits will end at the end of the current Term and Facts over Fads may deny You access to any Facts over Fads website and social medial group pages unless You restart Your Facts over Fads Membership (on then- current terms) or purchase an alternative plan being offered. You also may terminate this Agreement at any time if Facts over Fads breaches this Agreement or fails to comply with any Membership policies.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER. You agree that any and all claims arising from or relating to this Agreement and/or the relationship between you and Facts over Fads shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes but is not limited to claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, Facts over Fads, and other providing or receiving any product or service related to this Agreement or your membership or relationship with Facts over Fads. A single Arbitrator shall decide all claims and shall render a final, written decision. You agree that the dispute shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with the FAA and AAA Rules of Commercial Arbitration, which may be found at www.adr.org. Unless otherwise agreed by the parties, the arbitration shall take place in the state where the Agreement is signed and the substantive law of that state shall

apply, except that this arbitration provision shall be governed by the FAA. Each party to the arbitration shall pay its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. Nothing in this provision shall be construed to prevent the parties from agreeing to have any disputes, where eligible, adjudicated in a small claims court.

CLASS ACTION WAIVER. YOU AGREE THAT YOU WILL RESOLVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT ON AN INDIVIDUAL BASIS. ANY CLAIMS BROUGHT UNDER THIS AGREEMENT MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS THE PLAINTIFF OR A CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT ALSO PREVENTS YOU FROM PARTICIPATING IN AN EXISTING CLASS ACTION BROUGHT BY ANY OTHER PARTY.

General Provisions. The Monthly Nutrition Plans options described above are offered through the Facts over Fads website. This Agreement shall be governed by the law of the state of Texas. If a court of competent jurisdiction declares any part of this Agreement invalid, it will not invalidate the remaining parts, which will continue unaffected. If Facts over Fads does not enforce its rights in this Agreement for any reason, Facts over Fads does not waive its right to enforce such rights at a later date. The terms "I," "You," "Facts over Fads" and "party" or "parties" as used herein, include heirs, estates and permitted assignees of each party, and each party makes this Agreement on behalf of, and agrees that it binds, all these included persons and entities. You acknowledge that neither Facts over Fads, nor any other person has made any representation or promise to You upon which You relied that is not stated in this Agreement or any of the Monthly Nutrition Plans documents provided to You and incorporated by reference herein. This Membership is personal to You and may not be transferred to another person. This Agreement and any Monthly Nutrition Plans documents provided to You constitute the entire Agreement between You and Facts over Fads and replace any prior oral or written agreements. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOODWILL OR OTHER BUSINESS PROFITS. Results are not guaranteed and up to You.