MEDICAL ACKNOWLEDGEMENT

The WeightNot℠ program is not appropriate for individuals in the following categories:
- Under the age of 18 years
- Pregnant
- Breastfeeding
- Attempting to Become Pregnant
- Insulin-Dependent Diabetics
- Have Active Cancer
- Have Un-removed Gall Stones
- Have Un-removed Kidney Stones
- Have Any Liver Disease
- Have Any Kidney Disease
- Have Had Gout and Are Unwilling to Risk Further Attack
- Have Uncontrolled Thyroid Disease
- Have G6PD/G6PDH Deficiency (Glucose 6 Phosphate Dehydrogenase Deficiency) or Favism
- Have had major surgery within the past 2 months
- Are planning to have surgery during or immediately following the program period (90-120 days)
- Have had significant cardiovascular disease and do not have prior written approval to participate in a low calorie diet program from their personal physician
- Are Unable to Swallow Pills
- Are Unwilling to Refrain from the following during the program:
  - Alcohol consumption
  - Processed carbohydrate and sugar consumption
  - Heavy or intense exercise

I confirm that I do not have any of the conditions listed above and am willing to comply fully with the program requirements.

I understand that proceeding with the WeightNot℠ program when suffering from the listed conditions or when unwilling to comply with program requirements could lead to serious negative health consequences, the inability to commence or complete the program, or a failure to achieve desired results.

I further understand that it is my responsibility to check with my personal primary care physician before beginning any weight loss program, and that WeightNot℠ and its staff do not act in the capacity of my personal physician and cannot evaluate my personal medical condition, and as such are not liable for the medical risks that I may undertake by participating in the WeightNot℠ program.

Member acknowledges that WeightNot℠ is designed to assist in achieving a healthy body weight and composition, and that WeightNot℠ is not to be used a means of lowering body fat or body weight to an unhealthy level, which is generally considered to be a BMI of less than 18.5. Without regard to current body weight, members with a history of diagnosed or undiagnosed eating disorders agree that they have discussed their diet plans with their primary care physician prior to commencing WeightNot℠, and have relied upon the advice of their physician in proceeding.
INFORMED CONSENT

INTRODUCTION
This Consent Form is intended to provide the information needed to make an informed decision as to whether or not to undergo the WeightNot® weight loss program. This document describes the purpose of the program, the procedures followed, possible risks, discomforts and complications, and potential benefits. When you finish reading this form, please indicate your acceptance in the space provided. Please study this form and be sure you understand it completely before making your decision; if you have any questions do not hesitate to ask them and consider the answers carefully.

PURPOSE OF THIS PROGRAM
The main purpose of the WeightNot® program is weight loss. It uses the combination of a reduced calorie diet (either a Low Calorie Diet/LCD, or a Modified Calorie Diet/MCD) and a blend of powerful supplementation to facilitate the burning of fat stores, and as a result, to experience weight loss and improved health. The program creates a state of fat burning, and stabilization of blood sugar levels and insulin, which together suppress the normal appetite so that a low calorie diet can be tolerated for an extended period of time. Additional benefits may include a reduction in sugar cravings, improvements in bad cholesterol levels, and a decrease in total body inflammation, which is now known to be a major contributor to many diseases such as diabetes, stroke, and cardiovascular disease. Because the weight loss stages of the diet are relatively low in fat and calorie levels, these stages should not be maintained indefinitely, and you should continue to work with your primary care provider to monitor your health during the program to ensure that participation remains appropriate. Once you achieve your weight loss goal or complete the weight loss stages of the program, a different dietary regimen will be undertaken to transition you into a healthy long-term eating plan, or into a higher calorie interim plan to be followed prior to a return to an additional period of weight loss for those individuals for whom further weight loss is indicated.

PROCEDURE
You will be asked to review a list of contraindicated medical conditions and other compliance related requirements to ensure your eligibility for the WeightNot® program. It is critical that you review this list carefully, and only commence the program if you do not have the contraindicated conditions and are willing to comply fully with program requirements. Once you begin the program, you will be provided information on the theory and mechanism of action for the WeightNot® program, the dietary protocol, the importance of strict protocol adherence, and the supplementation and its uses. To help you reach your weight loss goals, a WeightNot® representative will be available to answer your questions and to evaluate your progress and results during the program.

DIETARY RESTRICTIONS
The WeightNot program restricts or prohibits consumption of certain items including processed and packaged foods, added sugars, artificial sweeteners and alcohol. Success on the program requires strict compliance with such program guidelines. The program also relies upon the use of natural foods from many food categories. Those with medically dictated dietary restrictions may typically find acceptable food alternatives within the available program food options, but understand that results may be impacted by their restrictions. Those on prescription medications also understand that certain foods may impact the efficacy of those medications, and agree that they have discussed prescription dosages and diet with their personal or prescribing physician. Vegetarians and vegans understand that participation in the program involves substitutions for standard program foods that will reduce the effectiveness of the program, and that food options will be very limited during the course of the program, particularly during the weight loss stages. As such, participation in the program is not recommended for vegans and strict vegetarians.

RISKS, DISCOMFORTS AND COMPLICATIONS
Reduced calorie diets in weight loss programs have been used for decades and have been shown to be both safe and highly effective. However, as with any dietary program, the process of losing fat releases stored toxins in the body, and hence there always exists some potential for adverse reactions. We stress the fact that given individual biological variation, it is impossible to provide an exhaustive list of every potential side effect that could occur for every individual. With this being said, below are listed the better known side effects from low calorie diets.

Headaches – When they do occur they tend to be early in the program, before the body has become accustomed to the new dietary environment. Much like a “caffeine withdrawal”, these are more often due to a “carbohydrate withdrawal.” If headaches continue for more than 5 days, or become increasingly worse daily for 3 days, notify us for evaluation and notify your primary care physician.

Mood swings or depression – At times, the change in the dietary environment (and associated changes in brain neurotransmitters such as serotonin) can lead to rapid changes in mood or even depression. These mood changes often pass within a few days, but we encourage you to share these experiences with us if they occur, and to discuss with your primary care physician.
Confusion – While rare and transient, and often due to temporary decreases in blood sugar or blood pressure, you must notify WeightNot® if you feel you are experiencing repeated incidences of or an increase in confusion, and should notify your primary care physician.

Dizziness – This may occur as your body adjusts to the dietary change, but it can also be a result of insufficient fluid intake, improper spacing of meals/snacks, transient hypoglycemia (low blood sugar), transient hyponatremia (low blood sodium), or transient changes in blood pressure. We encourage you to keep two packets of regular sugar with you at all times. If you experience dizziness along with light-headedness, sweating, weakness, and/or decreasing field of vision, stop any activity immediately and take your sugar packets. If the symptoms improve within a few minutes, the issue likely was hypoglycemia. If not, these symptoms may be due to hydration status or blood pressure changes. They may also be due to inadequate sodium intake. Please notify WeightNot® and your primary care physician if dizziness remains an issue for longer than a day, or if you experience more than one episode of dizziness, so that we may discuss with you.

Blood pressure changes – While not common, a very small subset of people may experience changes in their blood pressure, most likely due to the release of stored toxins from the fat temporarily affecting the body’s vascular system. There is no known predictor of susceptibility. Blood pressure may go lower or higher. If you feel symptoms of dizziness, light-headedness, blurry vision, or fatigue, chest tightness, or palpitations, you should check your blood pressure. If your blood pressure is steadily but slowly trending in one direction or another, please contact WeightNot® and your primary care physician for strategies to halt the trend. If you find that your blood pressure is rising rapidly, or the top number is over 180 or the bottom number is over 110, immediately seek transportation to a nearby ER (do not attempt to drive yourself).

Kidney or Gallstone formation – The diet program is low in fat. In some individuals with a predisposition to formation of kidney stones or gallstones, this type of diet may lead to a higher chance of formation of these stones. If this should occur, medical or surgical management may be required. There are no refunds for the WeightNot® program, and any costs associated with medical or surgical management of this issue (or any other) are the sole responsibility of the member.

Pancreatitis – Pancreatitis can occur secondary to the formation of gallstones. Gallstones can block the bile ducts such that pancreatic enzymes for digestion are backed up into the pancreas, in turn causing irritation and inflammation of the pancreas, with symptoms including nausea, upper abdominal pain, abdominal pain that feels worse after eating or radiates to your back, vomiting and abdominal tenderness. Confusion, light headedness, or cognitive difficulties could also be a sign of electrolyte imbalances (hyponatremia). If this should occur, medical or surgical management may be required. There are no refunds for the WeightNot® program, and any costs associated with medical or surgical management of this issue (or any other) are the sole responsibility of the member.

Allergic Reaction – There are multiple supplements utilized in this program to aid the weight loss process, and anyone can be or can become allergic to any component or compound. Call 911 immediately if you experience difficulty breathing, swelling of your face, lips, tongue, or throat. Use oral diphenhydramine (Benadryl) and notify WeightNot® and your primary care physician of a less severe allergic reaction such as rash, hives, itching or vomiting.

Potential for Unknown Drug interactions with Supplements - WeightNot® involves the ingestion of multiple micronutrients and herbal extracts. Just as certain foods can alter drug absorption and function in the body, the possibility exists for one or more of these herbs to interact with one or more common drugs that an individual may be taking, such that the absorption and/or effectiveness of the drug or the herb could be impacted in a way that causes it to be more or less effective. Many classes of medications, including those for diabetes, blood pressure, birth control, blood thinning, heartburn or stomach acid related issues, cholesterol, and others could possibly be effected by potential unknown interactions due to the changes in diet and ingested supplementation, even though no study may currently exist that documents or proves such interaction. WeightNot™ members hereby acknowledge and accept such risk, and should discuss any concerns they may have with their own physician prior to starting the program.

ALTERNATIVES TO WEIGHTNOT℠ PROGRAM
There are several alternatives to the WeightNot℠ program, which include other reduced calorie diets, a change in exercise program, prescription medications, liposuction for spot fat reduction and weight loss surgery. Of course you may always choose to take no action.

FULL DISCLOSURE
I have been fully informed by WeightNot℠ representatives that results for the WeightNot℠ program are variable from person to person based upon non-measurable biological differences and program adherence, and as such, no guarantees regarding results or duration of results can be provided. I also understand that while WeightNot has attempted to outline all the known reactions and side effects related to this program, there is no possible way to list every possible medical event that could occur secondary to this program, and I shall not hold them liable for such.

Adherence – I have been informed that the results of the WeightNot℠ program are maximized by following the dietary and supplementation instructions to the letter, and any deviation from those instructions can severely impact my results in a negative
manner. Any deviation in following the dietary instructions for the WeightNot℠ program (for example, consuming more than the prescribed amount of calories per day or eating foods that are not allowed) can seriously hinder or negate any potential weight loss during the diet time period.

Post-Program Diet -- It has been clearly explained to me that my actions during and after the program will fully impact the duration of my results. WeightNot℠ has explained to me that after the WeightNot℠ program I must gradually return to a different diet that includes more healthy fats and carbohydrates, with some dietary restrictions immediately after cessation of the program. I understand that failure to follow these guidelines could lead to rapid reversal of any losses made during the program.

Exercise Restriction -- WeightNot℠ has explained to me that, because of the reduced calorie diet, extremely heavy exercise is not advised. I agree to refrain from heavy, intense exercise programs during the weight loss phases of the WeightNot℠ program, and will perform any other exercise beyond walking with a partner to help ensure my safety.

POTENTIAL BENEFITS OF WEIGHTNOT℠ DIET PROGRAM
The most obvious benefit of this program is weight loss. This can help the body to look more balanced and proportioned than it did previously. As weight is lost, many other health parameters may improve.

I have been fully informed of the known, possible risks of this program. I understand that, because of the biochemical variability from individual to individual and the role of participant compliance in program outcomes, there are no guaranties or warranties of any kind regarding results or duration of results, and that maintenance of weight loss will depend on a variety of factors including proper diet and activity level. I also understand that I am entitled to receive a copy of this Informed Consent and will request such a copy if it is desired. WeightNot℠ certifies that it has made the above disclosures to me or that these disclosures have been made available to me online, has given me the opportunity to ask questions, and has advised me of my right to refuse participation in the WeightNot℠ program.

I have read the entire above Informed Consent and believe WeightNot℠ has adequately explained the risks of this program, alternative methods of therapy, and the possible benefits of this program, and I hereby consent to begin the outlined program. Considering that I have been informed that certain medical conditions and medications prohibit participation in this program, I have provided a full and truthful medical history and a truthful and accurate account of my medications to WeightNot℠. Having been apprised of all the above, I have signed this Informed Consent and authorize the subject program. Pre-program and follow-up photographs that may be taken or requested for submission are the sole property of WeightNot℠ and may be used for marketing or internal purposes.

Program Agreement

Program
The WeightNot℠ weight loss program is comprised of a multi-stage, low or modified calorie diet regimen in conjunction with a kit of tools, supplements and reference materials, along with the resources, counseling and support of WeightNot℠ staff. The WeightNot℠ program is most effective when all stages are completed fully and in the prescribed order and duration.

Program Outcome
Physiology of each member is different and individual program results are not guaranteed. There are no guarantees of any type regarding results or duration of results and no refunds for not achieving weight loss.

Member understands that if they are eligible to continue with an additional WeightNot℠ program in order to reach their weight loss goals, the cost of any follow-up program is the responsibility of the Member.

Member has been provided the opportunity to discuss the primary known potential adverse reactions and has indicated that they do not have any of the known major contraindications to the program.

Payment and Financial Obligations
All balances shall be paid in accordance with each Member's payment arrangement. Member understands that any payments made using an FSA, HSA or other insurance or benefits related account are subject to the corresponding plan rules and eligibility, and that any failure of such accounts or plans to approve or reimburse coverage for the WeightNot℠ program does not impact the financial responsibility that Member bears for the cost of the program, nor does it change eligibility for a program refund. Members who elect multi-payment options, if available, agree to provide and maintain valid checking account and credit card information with WeightNot℠, and to immediately provide replacement payment information should their current checking account or card on file be invalid, cancelled or unable to accept charges for any reason. Member agrees that they will not reject ACH payments to checking account or initiate credit card chargebacks through their credit card or financing providers, but will
resolve any payment dispute directly with WeightNot℠. In the event that Member fails to honor payment arrangements, WeightNot℠ may discontinue shipping of product and provision of support services to member with no further obligation. Such discontinuation shall not in any way reduce or eliminate member payment obligations or payment amounts due under installment agreements or other payment arrangements.

**Subscription Program Terms**

Members who participate in monthly subscription membership programs agree that payment for each monthly membership period must be made prior to the shipment of monthly membership supplies, generally 10 days prior to the shipping date. Member agrees that WeightNot may initiate such payments automatically using the payment method provided by the member. Member understands that cancellation of any subscription program must occur in writing or by email to WeightNot prior to monthly charge, and that such charges are non-refundable. Member understands that failure to make timely subscription payment shall result in the automatic termination of membership. Member also understands that access to WeightNot online membership resources, support and information shall discontinue with the termination of any membership subscription.

**Returns and Refunds**

WeightNot℠ does not refund payments for any reason, whether or not program has commenced, and without regard to fault or cause or assignment thereof.

**Deliverability of Shipments**

Member is responsible for accepting delivery of WeightNot shipment(s) at the delivery address provided at purchase. Any costs of return shipping and/or redelivery for shipments that are returned or refused for any reason shall be the responsibility of Member. Failure of member to accept delivery, provide safe and secure delivery location, or provide proper address for delivery shall not void refund policy. Delivery confirmation by shipper shall be considered sufficient evidence of valid delivery, and will take precedence in any disputes regarding delivery of WeightNot shipments.

**Shipping of WeightNot Program to Member**

Without regard to Member payment plan (full payment, installment or subscription) or program duration, the WeightNot program materials (including documents, tools and supplementation) may be delivered by WeightNot in multiple shipments to Member as Member progresses through the program and/or its stages.

**Method and Location for Administration of Program**

Member understands and agrees that the equipment, products, personnel, testing, means of communication and distribution of information or materials, and level, means or location of Member service and support used in the WeightNot℠ Program are based entirely on the discretion of WeightNot℠, and that any changes in such methods of administration prior to or during the course of the program are to be based solely on the judgment of WeightNot℠. WeightNot℠ does not refund or provide full or partial credit for such changes.

**Purchases through Partners**

Members who purchase WeightNot℠ programs through Partners (including physicians, fitness professionals, health clubs and corporate wellness programs) understand and agree that the Partner is acting as a reseller and distributor of WeightNot℠, with the programs delivered by WeightNot℠. This includes orders placed through Partners on behalf of Members, and orders placed directly by Members using their Partner referral code.

**Duration of Program Support**

Access to program counseling and support via phone, email and online community participation will be available beginning on the date of program shipment (following purchase), and will continue for the duration of the program purchased. This timeline assumes that all program stages of WeightNot are followed consecutively and without interruption, starting on the date of purchase. Non-subscription Members may place their support on a one-time hold for a period of up to 6 months, by making such request in writing to WeightNot, and may be approved at the sole discretion of WeightNot. In all cases, access to program support for WeightNot will continue for no longer than 12 months from the date of purchase.

**Confidentiality, Non-Disclosure and Copyright Waiver**

WeightNot℠ and its members agree to conditions of mutual confidentiality. WeightNot℠ agrees to keep confidential the information regarding the program provided to its Members, and in doing so agrees to exceed the confidentiality requirements mandated by Federal and State law. For this good and valuable consideration, member agrees to refrain from the public sharing of information about the services provided by WeightNot℠ and its staff, including general comments regarding the operations and practices of WeightNot℠, without the express written permission of WeightNot℠, including but not limited to written, audio or video postings on Internet sites, electronic distribution systems or other public venues, be it directly by Member, anonymously or with attribution, or indirectly through a third party. In the event of such sharing of information, Member hereby irrevocably assigns full and exclusive copyright of such work to WeightNot℠. Members are in no way restricted from privately sharing information or claims with professional societies, family, friends or doctors, or from making legal claims. Member agrees that his or her violation of this confidentiality agreement will cause irreparable harm to WeightNot℠, and as such will entitle WeightNot℠ to preliminary and permanent injunctive relief and other available legal remedies.
Member also hereby grants to WeightNot® full and exclusive copyright and permission for unrestricted use and republishing of all member commentary, photographs and reviews of WeightNot provided directly or indirectly to WeightNot® through means including but not limited to email, electronic forums, written evaluation forms, verbal and telephonic communications with WeightNot® staff.

Materials Provided for Personal Use Only
I understand that the WeightNot® information and materials provided, including written, video and audio content, are for my personal use only and I agree not to distribute, resell, transfer or copy them under penalty of law. I further understand that the WeightNot system involves a proprietary combination of elements and that the system is the exclusive intellectual property of WeightNot. I agree not to replicate or attempt to replicate in part or in its entirety the WeightNot system, or to support such efforts in any way on the part any third party, whether for resale or any other purposes.

Member Standards of Conduct
WeightNot® is dedicated to providing an enjoyable experience for each of our Members in an atmosphere that is safe, welcoming and relaxing. As such, any behavior which is considered offensive by other Members or WeightNot® staff, or is disruptive to the center, online community or the experience of any other WeightNot® Member is explicitly prohibited. *A full version of the WeightNot® Member Standards of Conduct is available upon request.

Dispute Resolution
Any controversy or claim arising out of or relating to this agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration in the county where the contract was made. At the option of the first to commence an arbitration, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules or by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. *A full version of the WeightNot® Policy of Dispute Resolution through Binding Arbitration is available upon request.

Optional GoalAssure™ Membership
The GoalAssure™ Weight Loss Assurance Plan may be offered for an additional fee to purchasers of complete four-stage WeightNot™ programs at the time of purchase only. This optional plan allows GoalAssure members to repeat their four stage program, or a four stage program of shorter duration, one time for any reason within 12 months of their initial purchase at a discounted rate of 50% off when the follow-up program is purchased with full payment, or 40% off when the follow-up program is purchased with a qualified payment plan. GoalAssure members may also purchase individual follow-up stages, up to the equivalent of the member's initial four stage program purchase, at a discounted rate of 30% off. GoalAssure follow-up programs or stages are available for purchase starting 90 days from the receipt of the initial four stage program, until the one year anniversary of the initial program purchase. The GoalAssure plan terminates at the time of qualified follow-up purchase of a four stage program (or the equivalent purchased as individual stages) or as of the one year anniversary of the initial four stage purchase, whichever occurs first. Follow-up programs and stages do not include new member tool kits, and are intended for the use of GoalAssure plan members only. The GoalAssure membership and GoalAssure purchases are not transferrable.

PRIVACY POLICY
This notice describes how medical information (as distinct from other non-medical personal or purchase information) about you may be used and disclosed and how you can access your medical information in the event that WeightNot receives or possesses any such medical information. Please review this policy carefully.

We understand that medical information is personal and we are committed to protecting that information. We create a record of the services you receive from WeightNot and the information that you provide to WeightNot in order to provide you with quality service and to comply with certain legal requirements. This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information. We endeavor to make sure that the medical information that identifies you is kept private. Please note that the fact of receiving services and your patronage of WeightNot is not in and of itself medical information.

Use of medical information
For Support. In order to offer the best support during your program(s), we may need to give medical information to WeightNot staff involved in providing your services or support.

For Service Operations. We may use and disclose medical information about you for service operations that are necessary to make sure all of our members receive quality support. For example, we may use medical information to review our services and evaluate the performance of our staff in providing services to you.
Appointment Reminders & Other Services. We may use and disclose your medical information to remind you about future appointments or to tell you about additional services that may be of interest to you.

Other Individuals. In an emergency we may release medical information about you to a friend or family member. In addition, in the case of emergency we may disclose medical information about you to another physician or healthcare worker. We may disclose medical information about you to an entity assisting in a disaster relief effort. We may also disclose medical information about you as required by law or to maintain compliance with safety regulations. In all other cases, only upon receipt of the WeightNot Health Information Release/Disclosure form with your signature and authorization will any information about you be released to an authorized party.

Your rights regarding your medical information
You can inspect and receive a copy of your medical information. You have the right to inspect and, for a nominal fee, receive a copy of your medical chart or history, if any.

You can amend your medical information. If you feel that the medical information we have about you is incorrect or incomplete, you may amend the information or add comments to medical information about you.

You can request restrictions on medical information. You have the right to request restriction or limit the medical information we use or disclose about you for services or service operations. You also have the right to request a limit on the medical information we disclose about you to others, like a family member.

Right to request confidential communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by e-mail when communicating about medical issues.

Changes to this statement
A current copy of this notice will be available at any WeightNot location or online. A copy will be sent to you if requested. We reserve the right to change the terms of this notice at the sole discretion of WeightNot.

Other uses of medical information
Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. You may revoke that permission in writing at any time with the understanding that we are unable to take back any disclosures we have already made with your permission.

Complaints
Members may voice grievances and recommend changes in policies and services to facility staff or through the WeightNot Privacy Officer at any time. Our goal is to provide quality services and to respond immediately to our member's concerns.

Thank you for reading this privacy statement.
You may contact the Privacy Officer should you have any questions, concerns or need to act on any of the items you have read about. The Privacy Officer may be contacted at:

WeightNot Privacy Officer
support@weightnot.com
(855-WeightNot (telephone)
(703) 677-3206 (facsimile)

MEMBER SIGNATURE

I hereby agree to and acknowledge the following:

- I have read, understand and agree that I do not have any of the listed medical contraindications to program participation and am willing to comply with all program requirements as outlined in the Medical Acknowledgement.
- I have read, understand and agree to treatment terms, risks and requirements as outlined in the Informed Consent.
- I have read, understand and agree to the purchase and refund terms as outlined in the **Program Agreement**.
- I have read, understand and agree to terms as outlined in the **Privacy Policy**.

Member Signature: __________________________________________ Date: __________________