

## Enrollment Agreement

As a participant in the ORTHUS HEALTH, INC. (“**ORTHUS HEALTH**”) **KNOW YOUR NUMBER**<sup>®</sup> program (“**the Service**”), **ORTHUS HEALTH** respects your privacy. The information you provide or authorize for disclosure through the Service is protected by ORTHUS HEALTH and its representatives in accordance with the ORTHUS HEALTH Privacy Policy and Terms of Use. ORTHUS HEALTH provides the Services on behalf of your employer’s health and wellness program. By completing this Enrollment Agreement and utilizing the Service, you indicate your wish to participate in this voluntary health screening and health risk assessment program and related services offered by your employer.

### HEALTH SCREENING AND HEALTH RISK ASSESSMENT (“HRA”)

- 1. Purpose of the health screening and HRA.** The main purpose for the health screening and HRA is to increase your awareness and knowledge of your personal health and wellness. You will also gain knowledge of your potential risks for being diagnosed with certain chronic diseases in the future. To improve your health and wellness, you may be referred to specific wellness resources (programs and services), in addition to receiving assistance in establishing and achieving health goals. Completion of the health screening and HRA is completely voluntary.
- 2. Explanation of the Health Screening and HRA.** The biometric health screening will be performed by either: 1) the provider designated by your employer, 2) your personal health care provider, or 3) a third-party health screening vendor designated by ORTHUS HEALTH. You may be required to complete a separate consent form with the health care provider performing the screening. You must also complete a HIPAA authorization that permits the provider to disclose your results to ORTHUS HEALTH. The HRA will be administered through the My Pathway to Health wellness portal or the Know Your Number website provided by ORTHUS HEALTH. The HRA may also be administered by ORTHUS HEALTH over the phone or on paper and ORTHUS HEALTH will enter the data you provide and load it your account.
- 3. Confidentiality, Use, and Sharing of Personal Information.** By participating in the health screening and HRA, you agree to ORTHUS HEALTH’S collection and use of your personal information as needed to provide the Services, including the health screening and HRA. ORTHUS HEALTH will maintain reasonable and appropriate safeguards to protect the confidentiality of your personal information, including any individually identifiable health information or protected health information provided by your physician, testing laboratory, other health care provider or that you submit directly to ORTHUS HEALTH in all communication formats. None of the information that identifies you personally will be disclosed to your employer. Only aggregate information (that does not identify you as an individual and/or specific participation requirements for an incentive program (limited to an indication of whether you met your employer’s wellness program

requirements or not) will be shared with your employer. Only ORTHUS HEALTH and the approved, independent, vendors participating with ORTHUS HEALTH will have access to your personal information through the Services. Those vendors are also contractually required to protect and secure your information. For more details on how ORTHUS HEALTH handles your personal information, please refer to our privacy policy [here](#).

4. **Responsibility of the Participant.** By choosing to participate in the health screening and HRA, you certify that you will provide complete and accurate information about your current and past medical conditions and treatment. You will also be forthcoming and honest in responses about your safety behaviors, nutrition, exercise, nicotine products (including tobacco and other nicotine products) and alcohol consumption history.
5. **Potential Follow-up.** There is the possibility that evaluation of the information you provide during the health screening and/or HRA may identify physical or emotional health challenges you face. Based on your health screening and/or HRA results, you may be eligible for additional wellness resources that may include tobacco cessation, weight management and diabetes education programs, depending on the wellness program your employer has selected.
6. **Potential Wellness Coaching.** If your employer participates in wellness coaching, a designated wellness coach will discuss your health screening and/or HRA results with you and provide suggestions for potential improvements in health and wellness. You will be advised to schedule an appointment with a wellness coach if your employer provides this option and you elect to utilize it.
7. **Release of Claims.** Through your participation in the health screening and HRA, you hereby agree to assume all risks of injury or death to yourself. You also fully understand that the HRA results are purely intended for educational purposes and are not designed to replace the care or advice of a medical professional. Based on your health screening and/or HRA, if you have a disease or condition, have abnormal laboratory tests or fall into a high health risk category, you should promptly consult with your physician and obtain his or her approval prior to modifying your lifestyle or engaging in any health improvement programs. Neither ORTHUS HEALTH, nor any third-party health screening vendor designated by ORTHUS HEALTH or your employer is liable for any health consequences resulting from your participation in this program or ensuring that you have consulted with your physician regarding any recommendations you may receive because of your participation. Your health screening or HRA results will not be automatically sent to your healthcare provider. The information provided through the Service is not a substitute for medical or professional care, and you should not use the information in place of a visit, call consultation or the advice of your physician or other healthcare provider. You should also ask your physician or other healthcare provider to assist you in interpreting your health screening or HRA results. ORTHUS HEALTH is not liable or responsible for any advice, course of

treatment, diagnosis or any other information, services or product you obtain through the Service.

8. **Right to Refuse or Terminate.** As noted above, your participation in the health screening and HRA are voluntary and you have the right to stop your participation at any point by contacting [[ohsecure@orthushealth.com](mailto:ohsecure@orthushealth.com)].
9. **Who to Contact.** If you have any questions about this Agreement or the Service, you can contact ORTHUS HEALTH at (800) 550-2427.
10. **Other Languages.** This enrollment agreement is also available in Spanish.

By clicking the box that states "I have read and accept the consent and terms and conditions" you hereby indicate your understanding and agreement to the following:

- I have read, reviewed, and understand the processes associated with the health screening and HRA activities provided with the Service as described in this Agreement.
- I understand that ORTHUS HEALTH and other authorized entities will have access to my personal information as described in this Agreement, the ORTHUS HEALTH Privacy Policy available [here](#), and the Terms of Use available [here](#).
- My participation in my employer's wellness program and use of the Services is completely voluntary and can be withdrawn at any time.
- I am 18 years old or older and have legal authority to execute this Agreement.