

EllieMD Independent Contractor Agreement

By executing this Independent Contractor Agreement (“Agreement”), you are applying for legal authorization to become an Independent Representative of EllieMD, Our Independent Contractors who market EllieMD products, services, and business opportunities are called Brand Partners. By signing this agreement, you acknowledge that you are freely entering into a contract with EllieMD, LLC or the “Company”. You acknowledge that before signing you have received, read, and understood the Company Income Disclosure Statement, that you have read and understood the Company Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted in the legal document section of the Brand Partner’s virtual back office and that you have read and agree to all terms outlined in this Agreement. EllieMD reserves the right to reject any application for any reason within five (5) days of receipt.

Enrollment: There is a non-commissionable enrollment fee of \$79.00, (or less depending on an enrollment promotion), for establishing an Independent Contractor business account and access to a suite of digital business resources. The enrollment fee plus a \$5 per month technology fee are the only required cost to conduct business as a Brand Partner.

Eligibility: The Independent Consultant certifies that he or she is at least eighteen years of age and a legal resident of the United States or has a valid work visa issued to work in the United States and has not been convicted of a felony.

Expiration, Renewal, and Termination: The term of this Agreement is one (1) year (subject to prior cancellation or disqualification under the Policies and Procedures). If you fail to renew your EllieMD business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Independent Brand Partner, lose the ability to sell Company offered products and services, lose the eligibility to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. The Company reserves the right to terminate all Independent Contractor Agreements upon immediate notice if the Company elects to:

- (1) cease the operation of its business;
- (2) dissolve as a business entity; or
- (3) terminate distribution of its products or services through direct selling channels.

Brand Partners may cancel this Agreement at any time, and for any reason, upon written notice to clover@elliemd.com from the email address on file in your virtual back office. The Company may cancel this Agreement for any reason immediately with a written notice to the Brand Partner. If the Brand Partner breaches any of its provisions, the Company may also take actions short of termination of this Agreement.

Independent Contractor Status: You agree this authorization does not make you an employee, agent, or legal representative of the Company. As a self-employed independent contractor, you will operate your own independent business, promoting, buying, and selling products and services available through the Company website as outlined in the Policies & Procedures. You have complete freedom in determining the number of hours you will devote to your EllieMD business. You have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income, bonuses, and awards

paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form via electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

Presenting the business opportunity: You agree when presenting the EllieMD Compensation Plan to present it in its entirety as outlined in official Company materials, emphasizing that sales to end consumers are *required* to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree to utilize literature, materials, or aids produced or specifically authorized in writing by the Company. You agree to instruct all prospective Brand Partners to review the EllieMD Income Disclosure Statement.

Income/Earnings Disclaimer: You acknowledge that there are no guarantees concerning the level of business or financial success you may experience by enrolling as a Brand Partner. There is no guarantee that you will make any income and you accept the risk that the earnings and income levels will differ for individuals. The use of EllieMD information, technology, products, and services should be based on your due diligence and you agree that the Company is not liable for any success or failure that is directly or indirectly related to the purchase of your Enrollment. As with any compensation plan, your results may vary and will be based on your capacity, business experience, expertise, and level of effort. We do not believe in get-rich-quick schemes, only in hard work, adding value, and serving others.

Selling Product: You agree to make no representations or claims about any products beyond those shown on product labels, the Company website, or in official Company literature. You further agree to sell products available through your EllieMD replicated website only in authorized territories. Product claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties may not be made except those contained in official literature.

Proprietary Information and Trade Secrets: You recognize and agree that, as further outlined in the Policies and Procedures, information compiled by or maintained by the Company including line of Sponsorship information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the business including, without limitation, Brand Partner lists, sponsorship trees, and all Brand Partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of the Company, which it keeps as proprietary and confidential and treats as a trade secret.

Images / Recordings / Consents: You agree to permit the Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by the company for any lawful purpose without compensation.

Jurisdiction and Governing Law: The formation, construction, interpretation, and enforceability of your contract with the Company as outlined in this Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of Delaware without regard to conflict of law provisions.

Dispute Resolution: All disputes and claims relating to EllieMD its products and services, the rights and obligations of a Brand Partner, or any other claims or causes of action relating to the performance of either a Brand Partner or the Company under the Agreement or the Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures or such other

location as the Company prescribes, by the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. Additionally, you agree not to initiate or participate in any class action proceeding against the Company whether in a judicial mediation, or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Time Limitation: If a Brand Partner wishes to bring an action against the Company for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. The Brand Partner waives all claims that any other statutes of limitations apply.

Miscellaneous: If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and EllieMD, LLC, and supersedes any prior agreements, understandings, and obligations between you and the Company concerning the subject matter of your contract with the Company.

Notice of Right to Cancel: You may request a refund on your enrollment fee if it's done within THREE (3) business days from the date of enrollment. If you cancel, any enrollment fees paid minus the cost of goods or services will be returned within SEVEN (7) business days following receipt of your cancellation notice. To cancel this transaction, you must email clover@elliemd.com with the email we have for you on file.

Submission of Electronic W-9: Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.

Electronic Signature

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