

Celara Med Policies & Procedures

(An Extension of the Independent Contractor Agreement)

Independent Contractor Agreement

This Agreement includes all legal documents that govern the relationship, terms, and conditions along with the Policies & Procedures between **Celara Med LLC**, referred to as “**Celara Med**” or “**Company**,” and the Independent Contractor, referred to as “**Independent Contractor**” or “**Contractor**.”

A **Business Entity Addendum** and **Leader Addendum** (if applicable) would also be considered part of the Agreement. These documents are part of the contractual relationship between the Company and the Contractor.

The Agreement also includes any **Celara Med Compensation Plan** (if applicable), which outlines how the Contractor earns compensation through commission pay.

The Agreement may be amended as needed at the Company’s discretion.

The following outlines terms, procedures, and policies for your **Celara Med** business:

1. Independent Contractor Status

Contractors are independent contractors, not employees, legal representatives, or franchisees of Celara Med. Contractors are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other business expenses.

Contractors **SHALL NOT BE TREATED AS CELARA MED EMPLOYEES FOR FEDERAL OR STATE TAX PURPOSES**. The Company is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Contractor compensation. Contractors are not entitled to workers’ compensation or unemployment security benefits from Celara Med.

In all written, graphic, or digital material used for Celara Med business purposes, the Contractor must represent themselves as an independent representative or Independent Contractor. In verbal or written conversations, the Contractor shall not lead anyone to believe that they are employees of Celara Med.

2. Enrollment

The Contractor agrees to remit a **non-commissionable enrollment fee of \$99.00** (or less, depending on an enrollment promotion/option) for establishing the Contractor's business account and access to a suite of digital business resources, including their virtual back office.

The Contractor must provide a valid Social Security Number, Employer Identification Number, or valid U.S. work authorization (as applicable) to enter an Independent Contractor Agreement. Failure to provide required information may result in termination of the Agreement and/or the suspension of any payments or commissions due under the current Compensation Plan until valid information is provided.

3. Minors

A person recognized as a minor in his or her state of residence may not enroll as a Contractor. Contractors must be **18 years of age or older**.

4. Income Taxes

As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a Celara Med Contractor.

Every year, Celara Med will provide an IRS Form **1099-NEC** (Nonemployee Compensation) earnings statement to each U.S. resident who had earnings over the reporting threshold required by law for the previous calendar year. To facilitate reporting, you must provide Celara Med with your social security number, employer identification number, or taxpayer identification number.

5. Adherence to the Agreement

The Contractor must comply with the Agreement and the Company's terms, procedures, and policies. If you do not, it is your sole recourse to notify the Company and cancel your Contractor Agreement. Failure to cancel constitutes your acceptance of the Policies & Procedures.

You must be in good standing and not violating the Agreement to be eligible for earnings through the current Celara Med Compensation Plan.

6. Amendments to the Agreement

The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective **30 days after notice and publication** of the amended terms or policies. A copy of the current Policies & Procedures is posted in the Contractor's Virtual Back-Office.

Amendments shall not apply retroactively to conduct that occurred before the effective date of the amendment. If you disagree with any amendments, your sole recourse is to cancel your Contractor account.

7. Ethical Business Practices

Contractors shall always conduct their Celara Med business in a manner that reflects favorably at all times on the Company's programs, services, opportunity, name, and brand. The Contractor shall not engage in deceptive, misleading, or unethical conduct or practices that could harm Celara Med, its reputation, programs, or services.

The Contractor shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of their independent Celara Med business, including the marketing, promotion, and sale of Celara Med programs and services.

In addition, the Contractor shall:

- (i) not publish or use any misleading or deceptive advertising material regarding Celara Med;
- (ii) not make any statements, representations, guarantees, or warranties regarding the programs/services that are inconsistent with those set forth in Celara Med materials;
- (iii) not distribute Celara Med programs/services outside of Celara Med's approved suite of business tools;
- (iv) not alter or modify any Celara Med branding or materials, or take any action that affects or could affect the appearance, quality, content, or performance of any Company offering;
- (v) not place orders for the sole purpose of achieving a title, rank, incentive, award, or bonus;
- (vi) not sell Celara Med programs/services/business through any online third-party marketplaces such as Amazon, Walmart Marketplace, eBay, or similar sites; and
- (vii) not make any online postings, or link to/from postings that are sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory, graphically violent, solicit unlawful behavior, engage in personal attacks, or violate intellectual property rights of the Company or any third party.

8. Sales in Authorized Countries Only

Contractor may only operate a Celara Med business or engage in Celara Med business activities in countries/states/jurisdictions where Celara Med is authorized to conduct business.

Due to legal and tax considerations, Celara Med programs/services purchased in the United States may not be delivered or resold in any foreign country for resale unless expressly authorized in writing by the Company.

9. One Account Per Contractor

A Contractor may not be a party to more than one Independent Contractor Agreement. There may be more than one Contractor per household. Each Contractor must operate as a standalone unit and each account is meant to represent that single Independent Contractor.

10. Term and Renewal of the Agreement

The Agreement is on a **month-to-month basis**. A Contractor may cancel the Agreement at any time and for any reason.

To continue as a Contractor beyond the initial term of this Agreement, unless the Contractor has been terminated, each time they log into their virtual back office, accept a customer order or commission payout, and/or pay their monthly **\$7 technology fee**, their Agreement is renewed.

Celara Med also reserves the right to terminate the Agreement with a Contractor who violates any policies, fails to pay their technology fee, fails to meet activity requirements (if any), or defaults payment on their own personal order (if applicable).

Cancellation must be submitted in writing to the Company via email from the email address Celara Med has on file for the Contractor. Resignation requests must be submitted to **support@celaramed.com**.

11. Conflict of Interests

Contractors may participate in other direct sale companies or affiliate programs if the product/service offering is not in direct competition with Celara Med, as determined by the Company in its sole discretion. An example would be other telehealth companies or prescription-based companies within the United States.

Contractors may not promote another direct sale or affiliate program on their Celara Med team page or any Celara Med group/community page.

If a Contractor is engaged in another direct selling program or business, it is the responsibility of the Contractor to ensure that their Celara Med business is operated separately from all other programs.

Celara Med may evaluate requests on a case-by-case basis because some products or services are complementary and may be permitted to be marketed alongside Celara Med offerings.

12. Assignment of Rights and Delegation of Duties

Contractor may not assign any rights under the Agreement without the prior written consent of Celara Med. Any attempt to transfer or assign the Agreement without the Company's written consent may result in termination of the Agreement.

13. Waiver of Right of Publicity

Contractors grant Celara Med an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, or likeness in advertising or promotional materials, including online forums, without compensation. Contractor waives all claims for remuneration and all rights to inspect or approve draft or finished materials.

14. General Conduct

Contractors shall safeguard and promote the good reputation of Celara Med and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct.

While it is impossible to specify all misconduct, the following standards specifically apply:

- Deceptive conduct is always prohibited.

- If the Agreement is canceled, Contractor must discontinue using the Celara Med name and intellectual property across social media/websites/promotional material.
 - Contractor may not represent or imply that any state or federal government official/agency has approved or endorsed Celara Med, its programs, or its services.
 - Contractor must not engage in illegal, fraudulent, deceptive, or manipulative conduct that, in the Company's sole discretion, could damage the Company's reputation.
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15. Social Media

If Contractor utilizes social media in connection with their Celara Med business (blogs, Facebook, TikTok, LinkedIn, YouTube, Pinterest, etc.), Contractor agrees:

- Before promoting Celara Med services or business opportunities, Contractor must complete any required product/income claims compliance training required by the Company.
 - Contractor is responsible for the content they produce and post. Content must align with Celara Med policies and brand standards.
 - Contractor shall not post/link to prohibited content (explicit, hateful, unlawful, harassing, discriminatory, violent, etc.).
 - No product sales or enrollments may occur "on-platform" through social media. Social posts must link only to Company-approved pages or Contractor's approved referral/replicated link.
 - Contractor must follow each platform's Terms of Use.
 - Contractor must respect privacy and may not harvest, troll, shame, bully, or engage in abusive practices.
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16. Earnings Claims

When presenting the Celara Med opportunity or Compensation Plan, Contractor may not make income projections, income claims, income testimonials, disclose their Celara Med income, show checks/bank statements/tax records, or make "lifestyle" income claims.

Prohibited lifestyle claims include claims that Celara Med earnings allowed a Contractor to quit a job, replace income, pay tuition, buy luxury items, or travel due to Celara Med earnings.

Earnings claim restrictions apply to in-person presentations and all promotional materials, including social media.

17. Compensation Plan and Program Claims

When discussing the compensation plan, you must make it clear that success requires commitment, effort, and sales skills. You must never represent that one can be successful without diligently applying themselves.

Improper representations include (but are not limited to):

- “It’s a turnkey system.”
 - “The system will do the work for you.”
 - “Get in and your downline will build it for you.”
 - “The Company does all the work for you.”
 - “You do not have to sell anything.”
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18. Compensation Basis

Commissions are paid solely on eligible program fees as defined in the Celara Med Compensation Plan.

No commissions are paid on physician consultations, telehealth visits, diagnostic services, or the direct cost of goods sold, including prescription medications or compounded products, unless explicitly stated in the Compensation Plan.

19. Product/Service Claims

Contractor must not make claims (including testimonials) about Celara Med offerings that are not contained in official Company literature or posted on official Company websites.

Under no circumstances shall any Contractor state or imply that any Celara Med offerings diagnose, treat, cure, or prevent any disease, illness, injury, or medical condition, except as expressly allowed by approved Company materials and applicable law.

20. Contractor Websites and Mobile Apps

Contractors may create blogs/websites/apps to promote their Celara Med business. However, no product sales or enrollments may be processed other than through official Company-approved systems.

Online forums for sale/enrollment are not permitted (personal websites, online retailers, auctions, classifieds, etc.) unless expressly approved in writing.

If creating an external website:

- It must clearly identify the Contractor operating it.
- It must clearly disclose they are an Independent Celara Med Contractor and not a corporate site.
- “Blind” websites are not permitted.
- Websites must comply with these policies or the Agreement may be terminated.

The Company reserves the right to rescind approval and Contractor waives claims for damages arising from rescission.

21. Personal Website URL (Address/Name)

Contractor may not attempt to represent themselves as the Company in their website address or online presence.

Contractor website name cannot:

- Use the words “Celara Med” (or confusing variations) in any form unless expressly approved
- Be confused with corporate pages
- Use misleading/off-color words
- Identify or be confused with geographic locations (unless combined with an identifier)
- Infringe third-party trademarks/copyrights
- Use terms like /official /buy /doctor /assessment /products /support /corporate etc.

Contractors in violation will be contacted to change their URL. Questions should be emailed to **support@celaramed.com** Attention: Compliance Department.

22. Online Advertising, Marketing, and Promotion

Contractors must ensure online marketing is truthful and not deceptive.

Contractors may not:

- Tag themselves as the Company location on Google Maps or similar services
- Mislead traffic into believing they are going to a corporate site

- Use Company trademarks (or confusingly similar terms) in paid marketing (PPC, Google Ads, sponsored ads, paid social ads, display marketing, etc.) unless authorized in writing

Contractors must identify themselves as an Independent Contractor within the first ten (10) words in ad title/header text where required by Company policy.

The Company's sole discretion determines what is misleading.

23. Sales Tools

Contractor must use only Company-approved sales aids, advertising, promotional materials, and marketing methods ("Sales Tools").

Any attempt to create and sell sales tools to other Contractors may result in suspension/termination of access and/or the Agreement.

24. Trademarks and Copyrights

"Celara Med" and all logos/names adopted by the Company are proprietary trade names, trademarks, and service marks.

The Company grants Contractor a limited license to use trademarks/trade names in promotional media while the Agreement is in effect. Upon cancellation/termination, the license expires and Contractor must discontinue all use.

Under no circumstances may Contractor use Company trademarks/trade names in any email address, website domain name, or social media handle without written approval.

Company-produced events, webinars, calls, videos, audio, podcasts, printed material, and training resources are copyrighted. Contractors may not record Company functions or copy materials without written approval.

25. Sales Outlets

Contractor agrees they will not physically sell Company offerings in retail/wholesale/warehouse/discount establishments, or on any online retail/auction/buy-sell site without prior written approval.

26. Trade Shows and Professional Expositions

Contractor may display/promote Celara Med at professional trade shows if:

- a) Contractor identifies themselves as “Independent Celara Med Contractor” on contracts and registration forms.
- b) Only one Contractor is permitted per trade show event (first to register is the only one permitted), unless teaming up is approved. Booth must be staffed during event.
- c) Contractor complies with all tax laws regarding collection/remittance of sales taxes where applicable.

Change of Sponsor

As a rule, Contractors may not change their Sponsor (the person under whom they initially enrolled under), if the Company uses sponsorship.

A new Contractor has **3 full calendar days** to contact **support@celaramed.com** if they accidentally enrolled under the incorrect Sponsor to request a change.

Normally, the only means by which a Contractor may change Sponsor is by voluntarily terminating the Agreement and remaining inactive for **three (3) calendar months**. If terminated, Contractor loses rights to their former downline (if applicable).

After three months, the former Contractor may re-enroll under a new Sponsor.

Contractors may not entice other Contractors to leave their sponsorship line.

The Company reserves the sole right to determine disposition of any downline in cases of improper Sponsor changes, and Contractor waives claims relating to such disposition.

27. Sponsor Reassignment Exceptions

A Sponsor may release their team at any time by emailing **support@celaramed.com** with a letter of release. The Company will decide whether reassignment is immediate or effective the 1st of the following month.

If a new Contractor requests reassignment within **thirty (30) days** of original assignment, Contractor may request reassignment by emailing support. Contractor may not select a new Sponsor; the Company assigns based on internal rules.

28. Waiver of Claims

In cases of improper Sponsor change, the Company determines the final disposition of downline and Contractors waive any claims against the Company and its related parties.

29. Non-solicitation

During the term of this Agreement and for **six (6) months** after, Contractor may not directly or indirectly recruit other Celara Med Contractors for any other network marketing business.

“Recruit” includes actual or attempted sponsorship, solicitation, enrollment, encouragement, or influence to join another network marketing opportunity.

30. Multiple Network Marketing Businesses

See policy for “Conflicts of Interest.”

31. Poaching

Contractors are prohibited from poaching prospects from other Contractors. It is prohibited to comment on another Contractor’s post to recruit their prospect/customer to your own team.

Contractors may not message followers on Celara Med corporate posts to poach. Contractors may not send friend requests to other Contractors to entice them into other opportunities.

32. Use of Back Office Reports

Contractors may not use lead lists, customer reports, or downline reports to solicit prospects into other businesses or promote non-Celara Med offerings. Violations may result in suspension, blocked access, or termination.

33. Offering Incentives

From time to time, the Company may offer specials. Contractors may share Company-run incentives.

Contractors do not have permission to run raffles, drawings, discounts, or other promotions for enrollments unless approved in writing, to avoid unfair advantage.

34. Customer Medical Assessments

It is strictly prohibited for Contractors to:

- Fill out or submit a medical intake form on behalf of a customer
- Coach, influence, or persuade a customer to answer medical questions a certain way
- Encourage omission, change, or downplaying of medical history/conditions

Licensed medical professionals review medical assessments. Any interference creates serious legal, ethical, and medical risks and may result in immediate suspension/termination.

The intake form must be completed solely by the customer in their own words with complete transparency.

35. Medical Advice Disclaimer

Celara Med does not provide medical advice, diagnosis, or treatment. All medical recommendations are made solely by the licensed healthcare professional with whom the customer consults.

The customer engages with that healthcare professional independently, and all medical decisions are the sole responsibility of the customer and the healthcare professional.

Celara Med's role is limited to providing access to programs/services and facilitating connections between customers and independent licensed providers (where applicable).

36. Licensed Medical Professional Responsibilities

Any licensed medical professional who promotes Celara Med programs/services must comply with all laws, regulations, and professional standards in their jurisdiction, including telehealth regulations.

Celara Med is not responsible for ensuring a medical professional's compliance with such requirements, and the burden of compliance rests solely with the licensed professional.

When acting in a clinical capacity, medical professionals operate as independent providers and not as agents or employees of Celara Med.

37. Confidential Information

“Confidential Information” includes identities, contact information, sales information relating to Contractors or customers:

- (a) contained in or derived from virtual back office;
- (b) derived from reports issued by the Company; or
- (c) accessed due to affiliation with the Company.

Confidential Information constitutes proprietary trade secrets belonging exclusively to the Company and is provided in strict confidence. It may not be disclosed or used for purposes outside the Contractor's Celara Med business.

38. Handling Personal Information

If you receive Personal Information from/about a Contractor or customers, you must maintain its security.

Personal Information includes name, address, email, phone, credit card information, social security or tax identification numbers, and associated details.

39. Product Inventory & Bonus Buying

Contractor may not carry inventory for resale. All products/services are delivered through Company-approved fulfillment pathways.

Bonus buying is strictly prohibited: purchasing to artificially qualify for active status, rank, incentives, prizes, commissions, or bonuses not driven by bona fide end-user purchases.

40. Actions of Third Parties

If a third party acting on behalf of, or with the assistance/knowledge of a Contractor engages in conduct violating the Agreement, that conduct may be imputed to the Contractor.

“Knowledge” includes what a Contractor knows or **SHOULD KNOW** would enable a violation.

41. Restrictions on Third-Party Use of Credit Cards

A Contractor shall not permit other Contractors or Customers to use the Contractor’s credit card for purchases from the Company.

42. Tampering with Packaging

A Contractor shall not alter original packaging or labeling.

43. Non-Disparagement

Concerns should be directed to support@celaramed.com. Contractors must not disparage the Company, its owners/officers/directors/management/employees, other Contractors, or the Compensation Plan.

Contractors must not publish disparaging remarks online or in any medium.

Disputes must be resolved through dispute resolution, and both parties agree not to criticize one another publicly.

44. Sales Receipts

Retail customers who purchase through approved Company systems will receive an email order confirmation and receipt from the Company.

45. Adjustment to Bonuses and Commissions

Previously paid commissions may be reversed and future commissions adjusted due to cancellations, refunds, chargebacks, collections, or similar events.

Compensation is fully earned when applicable refund/chargeback periods expire. If a refund/chargeback occurs, the Company may recover compensation through clawback deductions.

Accounts recovered after a collection agency is engaged may be ineligible for commission payout due to fees and expenses incurred.

46. Reporting Errors

Contractor must report compensation/genealogy/reporting errors in writing within **60 days**. The Company will use best efforts to correct later-reported errors but is not responsible for remunerating losses for errors reported after 60 days.

47. Incentive Trips and Awards

The Company may provide incentive trips/awards. Awards are offered only to the person listed on the Agreement.

Contractor agrees to indemnify the Company from claims/injury/loss associated with trips. Contractor may be responsible for taxes on award value.

If Contractor violates the Agreement or misrepresents, they may be ineligible and may be charged for costs incurred.

48. Return / Refund Policy

See the return/refund policy listed in the footer on the public Company website (or the official policy posted in the Contractor portal).

49. Breach of Agreement Procedures

The Company determines, in its sole discretion, if a Contractor is in breach and may elect remedies including progressive discipline:

- First Step: Counseling and initial warning letter
- Second Step: Escalated warning and temporary suspension of back-office
- Third Step: Suspension, final warning, or termination

The Company may combine/omit steps depending on facts and may terminate immediately when necessary.

50. Cancellation or Termination; Disciplinary Sanctions

- a) **Voluntary Cancellation:** Contractor may cancel anytime by emailing **support@celaramed.com** from the email on file. Notice must include name, address, and Contractor ID. If Contractor continues to purchase after cancellation, they may be reclassified as retail customer.
- b) **Cancellation for Inactivity:** Company may terminate if Contractor fails minimum activity requirements. Example requirement: failure to generate at least **300 PV** in a rolling 6-month period may result in cancellation for inactivity (if Company uses PV requirements).
- c) **Non-Payment:** Failure to pay the \$7 tech fee may result in suspension or termination. If unpaid for 60 days, Agreement may be terminated.
- d) **Non-payment of personal order:** Failure to pay amounts due may result in suspension/termination and collections. Commissions may be held until balances are paid.
- e) **Termination by Company:** Company may terminate upon breach or alleged breach by written notice.
- f) **Involuntary termination/discipline:** Illegal/fraudulent/deceptive/unethical conduct may result in suspension/termination and legal proceedings.
- g) **Effect of cancellation:** Contractor loses all rights to represent themselves as a Contractor, sell offerings, and receive future commissions. No refunds for non-refundable fees/kits/resources as stated in policy.
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51. Reinstatement

Former Contractors may request reinstatement. Company may refuse reinstatement after violations. If approved, reinstated Contractor is enrolled under original Sponsor unless more than six months have passed. Downline/titles are not restored. New Agreement and new enrollment purchase may be required.

52. Compression

If a vacancy occurs in a downline due to termination/cancellation, downline compresses to the most immediate active upline (if the Company uses compression).

53. Indemnification

Contractor agrees to indemnify the Company for costs/expenses/fines/damages arising from Contractor conduct that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Company may withhold compensation to exercise indemnification rights.

54. Business Transfer Upon Death

Upon death of the Contractor, the business may pass to an heir. Beneficiary must provide legal documentation and instructions. Beneficiary must execute a new Contractor Agreement within 30 days or the account may be canceled.

Company will not split commissions among multiple beneficiaries. If multiple beneficiaries exist, they must form an entity and submit Agreement in the entity name.

55. Divorce

The Company cannot divide a downline. Divorce decree must award the business in entirety to one party. Recipient must execute and submit a new Agreement within 30 days or account may be canceled.

56. Dissolution of Business Entity

The Company cannot divide commissions among multiple parties and cannot divide a downline. Upon dissolution, owners must instruct the Company who receives the business. Recipient must execute a new Agreement within 30 days or account may be canceled.

57. Inducing Violations

Contractor shall not directly or indirectly induce, encourage, or assist another Contractor to violate the Agreement.

58. Out-of-Stock

If out-of-stock/backorder occurs, the Company will notify via email or packaging note. Temporary unavailability may reduce volume and affect commissions/awards.

59. International Activities

Contractor may not sell offerings or conduct business activities outside the United States unless expressly authorized in writing.

60. Dispute Resolution

Disputes relating to the Agreement, business, or rights/obligations shall be resolved as outlined in Arbitration and Dispute Resolution Policies incorporated into these P&P.

61. Leadership Responsibilities

Building a team may be part of the model. Contractors are responsible for mentoring personally sponsored team members. At a leadership rank (e.g., Director), Contractor may be asked to sign a **Leader Addendum** that may entitle them to bonuses as outlined in the Compensation Plan.

62. Respect Intellectual Property Rights

Contractor may not use name/likeness/photo/logo/training resources/property of another Contractor, celebrity, company, or entity without approval. Attribution required. Any use of Company assets in books/writings requires advance written permission.

63. Press/Media

Celara Med is the primary contact for press/media relating to Company programs/services/business. Contractor must inform Celara Med before any interview (no exceptions).

Press includes TV/newspapers/radio and internet media such as blogs, syndicated columns, broadcast shows, and wire services.

Press inquiries must be directed to **press@celaramed.com** (or Company-designated contact).

64. Indemnity

Contractor agrees to indemnify and hold harmless the Company and its related parties from claims/liabilities arising from:

- (a) Contractor's promotion/operation;
 - (b) negligent/reckless/intentionally wrongful acts;
 - (c) breach of Agreement;
 - (d) alleged violation/infringement of third-party rights.
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65. Severability

If any provision is held unenforceable, it shall be severed and reformed only to the extent necessary; remaining provisions remain in full force.

66. Indebtedness

Contractor agrees the Company may charge/deduct/withhold payments or commissions for amounts Contractor owes or is indebted to the Company.

67. Remedial Actions

The Company may take remedial action to enforce compliance, including warnings, corrective measures, loss of privileges, suspension, termination, or other action deemed appropriate.

68. Governing Law and Dispute Resolution

This Agreement and any arbitration rights shall be governed by **California law** without regard to conflict of law principles. The Federal Arbitration Act governs arbitration matters.

Before arbitration, parties agree to try to resolve disputes informally:

- Aggrieved party sends a **Notice of Dispute** with facts and requested relief.
- Parties negotiate in good faith for **30 days**.
- If unresolved, parties submit to **non-binding mediation** with a mutually agreeable mediator (or AAA-designated).
- Unless otherwise agreed, mediation takes place in **Los Angeles, California** within six (6) months.

This negotiation/mediation is a condition precedent before arbitration (except for equitable relief).

69. Agreement to Arbitrate

Any claim/dispute arising from or relating to this Agreement, the Compensation Plan, or rights of the parties not resolved by negotiation/mediation shall be resolved by binding individual arbitration before a single arbitrator under AAA Commercial Rules.

By agreeing to arbitrate, parties waive right to jury trial.

a) If AAA cannot hear dispute, parties select another provider. Unless otherwise agreed, arbitration hearing takes place in Los Angeles, California; either party may participate by telephone. Filing party pays initial filing fees; respondent pays fees for counterclaims. Parties share case management/arbitrator fees; each bears their own attorneys' fees/costs.

b) Company affiliates/owners/members/managers/employees are intended third-party beneficiaries.

c) Arbitration survives termination. Arbitrator decides arbitrability and scope. Demand must include legal/factual basis. Parties entitled to discovery under FRCP. Decision final and binding; may be entered as judgment.

Arbitrator has no authority to hear joint/collective/class arbitration.

70. Class Action Waiver

Contractor waives right to have disputes heard as class action or collective action or private attorney general action. Arbitrator has no authority to hear class/collective actions.

If any portion of class waiver is unenforceable, a state or federal court in Los Angeles, California determines enforceability (not arbitrator).

Either party may seek injunctive relief in state/federal court in Los Angeles, California. Parties consent to personal jurisdiction there and waive objections to venue/forum.

Louisiana Residents: If Contractor is a resident of Louisiana, applicable law/jurisdiction/venue shall be Louisiana law.

Any action must be brought within **one (1) year** from date of alleged conduct (or shortest permissible under state law).

Notices must be delivered by courier, confirmed email, or certified/registered/express mail to:

Celara Med LLC
44054 Margarita Rd #5, Temecula, CA 92592
(or to the Contractor address on file)

Electronic Acceptance

By electronically signing (clicking acceptance), the person submitting this application and Agreement:

- (i) acknowledges they have read, understand, and agree to these Policies & Procedures, the Contractor Agreement, all addenda, and any current Compensation Plan;
- (ii) certifies all information provided is true and correct;
- (iii) intends to enter into a legally binding agreement with Celara Med LLC.

Contractor's Printed Name

Date: _____

Contractor's Signature / Electronic Acceptance