

Celara Med Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") sets forth the terms under which you are applying for authorization to operate as an Independent Representative of Celara Med. Independent Contractors who promote and market the products, services, and business opportunities of Celara Med, LLC (also referred to herein as "Celara Med" or the "Company") are referred to as Brand Partners.

By executing this Agreement, you confirm that you are voluntarily entering into a contractual relationship with Celara Med, LLC. You further confirm that, prior to signing, you have received, reviewed, and understood the Company's Income Disclosure Statement, as well as the Company's Policies and Procedures, which are made part of this Agreement by reference and treated as if reproduced in full herein. The current version of the Policies and Procedures is available in the legal documents section of your Brand Partner virtual back office. You agree to all of the terms outlined within this Agreement.

Celara Med reserves the right, in its sole discretion, to decline any application for any reason within five (5) days following receipt.

1. Eligibility

Each applicant represents and warrants that he or she is at least eighteen (18) years of age, is a legal resident of the United States or holds a valid work visa authorizing employment within the United States, and has not been convicted of a felony.

2. Enrollment

A non-commissionable enrollment fee of \$99.00 (which may be reduced from time to time pursuant to an active enrollment promotion) is required to establish an Independent Contractor business account and to gain access to the suite of digital business resources provided by the Company. Together with a recurring technology fee of \$7.00 per month, this enrollment fee represents the only required cost of conducting business as a Brand Partner of Celara Med.

3. Independent Contractor Status

You acknowledge and agree that this authorization does not create an employer-employee, agency, or legal-representative relationship between you and the Company. As a self-employed independent contractor, you will operate your own independent business and may promote, purchase, and resell products and services made available through the Company website, in accordance with the Policies and Procedures.

You retain complete discretion over the number of hours you devote to your Celara Med business and over the scheduling of those hours. You will receive an IRS Form 1099-MISC reflecting income, bonuses, and awards paid to you during each calendar year. By accepting this Agreement, you consent to receive your 1099-MISC electronically. You are solely responsible for accurately reporting such income on your individual tax returns.

4. Term, Renewal, and Termination

The initial term of this Agreement is one (1) year, subject to earlier cancellation or disqualification under the Policies and Procedures. If you fail to renew your Celara Med business, or if your business is otherwise canceled or terminated for any reason, you understand that you will permanently forfeit all rights as an Independent Brand Partner. This includes the right to sell Company products and services

and the eligibility to receive any commissions, bonuses, or other income arising from the activities of your former downline sales organization.

Upon any cancellation, termination, or non-renewal, you waive all rights — including any property rights — in or to your former downline organization and any bonuses, commissions, or other compensation tied to the sales or other activities of that downline.

Celara Med reserves the right to terminate any and all Independent Contractor Agreements upon immediate notice in the event the Company elects to:

- cease the operation of its business;
- dissolve as a business entity; or
- discontinue distribution of its products or services through direct selling channels.

A Brand Partner may cancel this Agreement at any time and for any reason by sending written notice to Support@Celaramed.com from the email address on file in the Brand Partner's virtual back office. The Company may likewise cancel this Agreement at any time, with or without cause, by providing written notice to the Brand Partner. In the event a Brand Partner breaches any provision of this Agreement, the Company also reserves the right to take actions short of termination.

5. Notice of Right to Cancel

You may request a refund of your enrollment fee provided that the request is submitted within three (3) business days from the date of enrollment. If you cancel within this window, any enrollment fees paid — less the cost of any goods or services received — will be returned to you within seven (7) business days following receipt of your cancellation notice. To cancel, you must email Support@Celaramed.com from the email address on file with the Company.

6. Presenting the Business Opportunity

When presenting the Celara Med Compensation Plan to prospective Brand Partners, you agree to present the plan in its entirety as set forth in official Company materials, and to emphasize that sales to end consumers are required in order to receive bonus compensation on downline volume. You further agree to use only literature, marketing materials, and sales aids that are produced by the Company or that have received the Company's prior written authorization. You agree to direct all prospective Brand Partners to review the Celara Med Income Disclosure Statement.

7. Income and Earnings Disclaimer

You acknowledge that no representations or guarantees are made regarding the level of business or financial success you may achieve by enrolling as a Brand Partner. There is no guarantee that you will earn any income, and you accept the risk that earnings and income levels will vary among individuals.

Your use of Celara Med's information, technology, products, and services should be based on your own due diligence. You agree that the Company is not liable for any success or failure that is directly or indirectly related to your enrollment. As with any compensation plan, your results will vary and will depend on your capacity, business experience, expertise, and level of effort. The Company does not endorse get-rich-quick schemes; it endorses hard work, the creation of value, and service to others.

8. Selling Products

You agree to make no representations or claims regarding any product beyond those that appear on the product label, on the Company website, or in official Company literature. Product claims — including personal testimonials regarding therapeutic, curative, or otherwise beneficial properties —

may not be made except as set forth in official Company materials. You further agree to sell products available through your Celara Med replicated website only within authorized territories.

9. Proprietary Information and Trade Secrets

You acknowledge and agree that, as further described in the Policies and Procedures, the information compiled and maintained by the Company — including line of sponsorship information (i.e., information that discloses or relates, in whole or in part, to the specific arrangement of sponsorship within the business, including without limitation Brand Partner lists, sponsorship trees, and any Brand Partner information derived therefrom, in any present or future form) — constitutes commercially valuable, unique, and proprietary trade secret information of the Company, which the Company maintains as confidential and treats accordingly.

10. Images, Recordings, and Consents

You consent to allow the Company to capture photographs, videos, and other recorded media that contain your image, voice, or likeness. You further acknowledge and agree that any such recorded media may be used by the Company for any lawful purpose, without any obligation of compensation to you.

11. Governing Law and Jurisdiction

The formation, construction, interpretation, and enforceability of your contract with the Company — as set forth in this Agreement and any documents incorporated by reference — shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law principles.

12. Dispute Resolution

Any and all disputes or claims relating to Celara Med, its products and services, the rights and obligations of a Brand Partner, or any other claims or causes of action arising out of the performance of either a Brand Partner or the Company under this Agreement or under the Policies and Procedures, shall be resolved exclusively and finally by arbitration as set forth in the Policies and Procedures, or at such other location as the Company may prescribe. Such arbitration shall be conducted in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to the discovery rights afforded under the Federal Rules of Civil Procedure.

In addition, you agree that you will not initiate or participate in any class action proceeding against the Company — whether through judicial proceedings, mediation, or arbitration — and you waive any right to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

13. Time Limitation

If a Brand Partner intends to bring any action against the Company arising out of or relating to any act or omission under this Agreement, such action must be commenced 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 or longer statute of limitations should apply.

14. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be reformed only to the minimum extent necessary to render it enforceable, and the remainder of the Agreement shall continue in full force and effect.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

This Agreement, together with all documents incorporated herein by reference, constitutes the entire agreement between you and Celara Med, LLC, and supersedes any and all prior agreements, understandings, or obligations between you and the Company concerning its subject matter.

15. Submission of Electronic W-9

Under penalties of perjury, you certify that: (1) the taxpayer identification number provided is your correct taxpayer identification number (or that you are awaiting issuance of such a number); (2) you are not subject to backup withholding because (a) you are exempt from backup withholding, (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding; and (3) you are a U.S. citizen or other U.S. person.

Electronic Signature

Brand Partner Name (Printed): _____

Brand Partner Signature: _____

Date: _____

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