

EllieMD Policies & Procedures

(An Extension of the Independent Contractor Agreement)

Independent Contractor Agreement

Includes all legal documents that govern the relationship, terms, and conditions, along with the Policies & Procedures with EllieMD and the Independent Brand Partner. A Business Entity and Leader Addendum would also be considered part of The Agreement. They are part of the contractual relationship between EllieMD, referred to as “EllieMD” or “Company,” and the Independent EllieMD Brand Partner, referred to as “Brand Partner.” The Agreement also includes the EllieMD Compensation Plan, which outlines how the Brand Partner 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 EllieMD Business

– 1. Independent Contractor Status

Brand Partners are independent contractors. They are not employees, legal representatives, or franchisees of EllieMD. Brand Partners 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. Brand Partners SHALL NOT BE TREATED AS ELLIEMD 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 Brand Partner compensation. Brand Partners are not entitled to workers’ compensation or unemployment security benefits from EllieMD. In all written, graphic, or digital material used for EllieMD business purposes, the Brand Partner must represent themselves as an independent representative or Independent Brand Partner. In verbal or written conversations, the Brand Partner shall not lead anyone to believe that they are employees of EllieMD.

EllieMD does not control the manner in which the Independent Contractor (the hours, days or times) they work their business.

2. Enrollment

The Brand Partner agrees to remit a non-commissions enrollment fee (which is listed on the website), for creating their Brand Partner business account and access to a suite of digital resources, including their virtual back office.

The Brand Partner Agreement is a legally binding contract, and all account information must be accurate and match applicable tax and legal records.

A Brand Partner may enroll as an individual or as a legal business entity. Individual Brand Partners must provide their true legal name and have valid Social Security Number or other required tax identification information. Business entity Brand Partners must provide the true legal name of the business, have a valid Employer Identification Number (EIN), and any additional documentation EllieMD may reasonably require to verify the business entity and authorized representative.

The individual completing enrollment on behalf of a business entity must be authorized to enter into the Brand Partner Agreement for that business. The Brand Partner Agreement is a legally binding contract, and all account information must be accurate and match applicable tax and legal records.

Failure to provide the required information may result in termination of the Agreement and/or suspension of any payments or Commissions due under the current Compensation Plan until the required information is provided and verified.

3. Minors

A person recognized as a minor in his or her state of residence may not enroll as a Brand Partner. Brand Partners must be 18 years of age or older.

4. Income Taxes

As an independent contractor you are not an employee of EllieMD. You are responsible for paying local, state, and federal taxes on any income generated as an EllieMD Brand Partner. Every year, EllieMD will provide an IRS Form 1099-NIC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$2000 in the previous calendar year. To facilitate this reporting, you must provide EllieMD with your social security number, employer identification number, or taxpayer identification number.

5. Adherence to the Agreement

The Brand Partner 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 Brand Partner 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 EllieMD 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 Brand Partner'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 Brand Partner account.

7. Ethical Business Practices

Brand Partners must conduct their EllieMD business in a professional, lawful, and ethical manner that reflects favorably on EllieMD, its products, services, opportunity, name, and brand.

Brand Partners may not engage in deceptive, misleading, unethical, or harmful conduct that could damage EllieMD, its reputation, products, services, customers, or Brand Partner community.

Brand Partners are responsible for complying with all applicable laws, rules, regulations, and governmental requirements related to the operation of their independent EllieMD business, including the marketing, promotion, and sale of EllieMD products and services.

In addition, Brand Partners shall not:

- i. Publish, post, share, or use any misleading or deceptive advertising or promotional material regarding EllieMD;
- ii. Make any statement, representation, guarantee, warranty, or claim regarding EllieMD products or services that is inconsistent with EllieMD product packaging, official marketing materials, the EllieMD website, or other Company-approved materials, including statements about price, quality, performance, standards, contents, ingredients, availability, or product origin;
- iii. Distribute, sell, or provide EllieMD products or services outside of EllieMD's approved business tools and processes;
- iv. Alter, relabel, repackage, modify, or tamper with any EllieMD product, branding, packaging, labeling, or materials, or take any action that could affect the appearance, quality, content, safety, or performance of any EllieMD product;
- v. Place orders for the sole or primary purpose of achieving a title, rank, incentive, award, bonus, or other compensation;
- vi. Sell, promote, or offer EllieMD products, services, or the EllieMD business opportunity through any third-party online marketplace or retail platform, including but not limited to Amazon, Walmart, eBay, or similar sites; or
- vii. Post, share, link to, or associate EllieMD with any content that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, discriminatory, graphically violent, solicitous of unlawful behavior, personally attacking toward any individual, group, or entity, or that violates the intellectual property rights of EllieMD or any third party.

8. Sales in Authorized Countries Only

Brand Partners may only operate an EllieMD business or engage in EllieMD business activities in countries in which EllieMD is authorized to conduct business. Due to legal and tax considerations, EllieMD products and services purchased in the United States cannot be delivered or resold in any foreign country.

9. One Account Per Brand Partner

A Brand Partner may not be a party to more than one Independent Brand Partner Agreement. There may be up to two Brand Partners per household. Each Brand Partner must operate as a standalone unit, and each account is meant to represent that single Independent Contractor. Duplicate accounts are strictly prohibited unless one of the accounts is a multi-owner business.

entity in which they are not the sole beneficiary. (see Single Account Requirements below)

10. Term and Renewal of the Agreement

The Agreement is on a month-to-month basis. A Brand Partner may cancel the Agreement at any time and for any reason. To continue as a Brand Partner beyond the initial term of this Agreement, unless the Brand Partner has been terminated, each time they log into their virtual back office, accept a customer order or a commission payout, and/or pay their monthly \$8 technology fee, their Agreement is renewed.

EllieMD also reserves the right to terminate the Agreement with a Brand Partner who violates any of its policies, fails to pay their technology fee, fails to meet the activity requirements, or defaults on payment for their own personal order.

A participant in the EllieMD Independent Brand Partner program has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company via email from the email account EllieMD has on file for the Brand Partner. Resignation requests must be submitted to support@EllieMD.com.

11. Conflict of Interests

EllieMD Brand Partners may participate in or promote another **direct sales company** or **affiliate marketing program** only when it does not directly compete with EllieMD.

A competing program includes one that offers telehealth services and/or prescription-based products or services through the **direct selling model or other model** that are the same as or substantially similar to EllieMD products or services.

This policy applies when a Brand Partner participates in, promotes, or otherwise supports another direct sales company, affiliate marketing program, or any business, product, or service that offers prescription weight management or longevity products or services that are the same as, similar to, or in direct competition with products or services offered by EllieMD.

Exception for Founder-Affiliated Companies

A Brand Partner may participate in or promote a direct sales company or affiliate marketing program that was founded or co-founded by EllieMD Founder, Hanieh Sigari, even when its products or services would otherwise fall within the categories described above, unless EllieMD provides written notice otherwise.

12. Assignment of Rights and Delegation of Duties

Brand Partner may not assign any rights under the Agreement without the prior written consent

of EllieMD. Any attempt to transfer or assign the Agreement without the Company's written consent may result in the termination of the Agreement.

13. Waiver of Right of Publicity

Brand Partners grant EllieMD an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, or likeness in its advertising or promotional materials, including, but not limited to, online forums. The Brand Partner waives all claims for remuneration use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

14. General Conduct

Brand Partners shall safeguard and promote the good reputation of EllieMD and its products and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Brand Partners agree they will exhibit high moral character in their personal and professional conduct. Brand Partners shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Brand Partners must adhere under this section, the following standards specifically apply to Brand Partner activities:

- a) Deceptive conduct is always prohibited.
- b) If the Agreement is canceled for any reason, the Brand Partner must discontinue using the EllieMD name and all other EllieMD intellectual property and all derivatives of such intellectual property in postings on all social media, websites, or other promotional material.
- c) The Brand Partner may not represent or imply that any state or federal government official, agency, or body has approved or endorsed EllieMD, its program, or its products. d) The Brand Partner must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or personal life that, in the Company's sole discretion, could damage the Company's reputation.

15. Social Media

In addition to meeting all other requirements specified in these Policies & Procedures, should the Brand Partner utilize any form of social media in connection with their EllieMD business, including but not limited to blogs, Facebook, TikTok, LinkedIn, YouTube, or Pinterest, the Brand Partner agrees to each of the following:

- **Before promoting EllieMD products, services, or business opportunities on social media, the Brand Partner must complete the product and income claims compliance training.**
- The Brand Partner is responsible for the content they produce and their postings on any social media site or social media account they own, operate, or control. The content of this material must align with the EllieMD policies and brand standards.

- The Brand Partner shall not make any social media postings or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- No product sales or enrollments may occur on or through any social media site. Social media postings must link only to the Brand Partner's EllieMD replicated website for sales and new Brand Partner enrollments.
- It is each Brand Partner's responsibility to follow the social media site's terms of use. • The Brand Partner shall respect the privacy of other social media users and shall not engage in abusive social media practices, including, but not limited to, harvesting or trolling for connections, shaming, or bullying others.

16. Earnings Claims

When presenting or discussing the EllieMD opportunity or Compensation Plan to a prospect, the Brand Partner may not make income projections, income claims, income testimonials, or disclose their EllieMD income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other EllieMD Brand Partner. Nor may the Brand Partner make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that suggests or asserts that the Brand Partner can enjoy a luxurious or successful lifestyle from the income they earn from their EllieMD business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That a Brand Partner (or his/her spouse) was able to quit his/her job.
- That a Brand Partner was able to replace his/her income from a job.
- That a Brand Partner was able to pay for a child's private school or college education due to their EllieMD earnings.
- That a Brand Partner was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.) due to their earnings with EllieMD.
- That because of his/her EllieMD earnings, the Brand Partner was able to travel to exotic or expensive destinations.

The income claims restrictions also apply to in-person presentations and promotional materials distributed by a Brand Partner, including social media postings. The Brand Partner shall not make any earnings claims when promoting EllieMD as a business or income opportunity except as specifically outlined in materials published by EllieMD.

17. Compensation Plan and Program Claims

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

Examples of misrepresentations in this area include, but are not limited to:

- It is a turnkey system.
- The system will do the work for you.
- Get in, and your downline will build the company for you.
- The Company does all the work for you.
- You do not have to sell anything.

The above are examples of improper representations about the compensation plan and the Company's program. You must not make any representations that could lead a prospect to believe they can succeed without commitment, effort, and sales skills.

18. Compensation Basis

Brand Partner compensation is earned only as outlined in the EllieMD Compensation Plan and is based on eligible program purchases and qualifying Personal Volume (PV).

Compensations are not paid for referring a customer to a physician, healthcare provider, telehealth visit, diagnostic service, prescription medication, compounded product, or other medical service. No compensation is paid based on a provider's medical decision, prescription approval, treatment recommendation, or the cost of any medication or compounded product.

Brand Partners are compensated for compliant marketing activity that results in eligible customer program purchases, subject to the requirements, qualifications, and limits of the EllieMD Compensation Plan.

19. Product Claims

Brand Partner must not make claims, including but not limited to testimonials, about EllieMD's products or services that are not contained in official EllieMD literature or posted on EllieMD's official website. Under no circumstances shall any Brand Partner state or imply that any EllieMD products or services are helpful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

20. Brand Partner Websites and Mobile Apps

Brand Partners may create blogs, websites, or mobile apps to promote their EllieMD business. However, no product sales or enrollments may be processed outside the official Company website. Online forums for the sale of EllieMD products and the enrollment of EllieMD Brand Partners are not permitted. This includes but is not limited to, personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist). If a Brand Partner wishes to create their own website to promote the Company products and/or the EllieMD opportunity. **The website must clearly and conspicuously identify the Brand Partner operating the external website and disclose that they are an Independent EllieMD Brand Partner and that the website is not an EllieMD corporate website.** Websites that do not

identify the Brand Partner who is the promoter of the site and/or that he/she is promoting EllieMD's services or the EllieMD opportunity (so-called "blind" websites) are not permitted. The website must comply with all provisions of these Policies & procedures or the Brand Partner's Independent Contract with EllieMD will be terminated.

The Company reserves the right to rescind approval for any approved external website, and Brand Partner waives all claims against EllieMD, its officers, directors, owners, employees, and agents for damages, expenses, costs, or any other remuneration arising from or relating to such rescission.

21. Personal Website URL

Upon enrollment, each Brand Partner receives a personalized version of the EllieMD website, referred to as the Brand Partner's "Personal Website."

Brand Partners may not use their Personal Website URL or online presence to represent themselves as EllieMD®. **The URL may not include "EllieMD" in any form or create the impression that the Personal Website is an EllieMD corporate page, official profile, medical provider page, clinic, pharmacy, or other healthcare authority.**

A Personal Website URL may not:

- Contain discourteous, misleading, or offensive words that could detract from EllieMD's image or brand.
- Include medical titles, credentials, professional designations, or terms that suggest medical authority or imply the Brand Partner is acting in a medical or clinical capacity. Prohibited terms include, but are not limited to, doctor, Dr., MD, DO, NP, RN, nurse, clinic, provider, pharmacy, prescription, and Rx.
- Consist solely of a geographical location, region, state, country, or an abbreviation of a geographical name. A geographical reference may be used when combined with a personal identifier, such as EllieMD.com/CaliforniaCindy.
- Infringe upon a third party's trademark, copyright, or other Intellectual Property Rights.
- Include an EllieMD product or service name.

Examples of prohibited URL names include, but are not limited to: /info, /official, /buy, /search, /products, /assessment, /doctor, /clinic, /provider, /pharmacy, and /rx.

Brand Partners who violate this policy will be contacted and required to change their Personal Website URL. Questions about selecting a compliant URL should be directed to Compliance@EllieMD.com.

21.1 - Personal Website Display Name

Brand Partners and Business Brand Partners may not attempt to represent themselves as EllieMD® through the name displayed on their Personal Website or elsewhere within their online presence.

The displayed name must be the Brand Partner's legal name or an approved, legally registered

business name associated with the Brand Partner's account. **It may not include "EllieMD" in any form or confuse a reasonable person into believing the Brand Partner's Personal Website represents EllieMD corporate, a medical provider, clinic, pharmacy, or other official healthcare authority.**

The displayed name may not:

- Contain discourteous, misleading, or offensive language that detracts from EllieMD's image or brand.
- Include medical titles, credentials, professional designations, or terms suggesting medical authority or implying that the Brand Partner is acting in a medical or clinical capacity. Prohibited terms include, but are not limited to, doctor, Dr., MD, DO, NP, RN, nurse, clinic, provider, pharmacy, prescription, or Rx.
- Consist solely of or be confused with a geographical location, region, state, country, or abbreviation of a geographical name. A geographical reference may be permitted when combined with an approved personal identifier, such as "California Cindy."
- Infringe upon a third party's trademark, copyright, or other Intellectual Property Rights.
- Use an EllieMD product or service name or terms such as Peptides, Official, Corporate, Medical, Clinic, Provider, Pharmacy, Prescription, or Rx.

Brand Partners whose displayed names violate this policy will be contacted and required to update the name. Questions regarding the selection of a compliant displayed name should be directed to compliance@EllieMD.com.

22. Online Advertising, Marketing, and Promotion

Brand Partners must ensure that their online marketing activities are truthful, are not deceptive, and do not mislead prospects, customers or other Brand Partners in any way. Online promotional activities and tactics that mislead or are deceptive, regardless of intent, are prohibited. In addition, your websites and online promotional activities must not infringe any third party's rights in its trademarks, copyrights, or other Intellectual Property Rights. You may not "tag" yourself in online programs (including, but not limited to, Google Maps) as the Company's location. Brand Partners must identify themselves as an Independent representative within the first ten (10) words within the ad title or header text.

Attempts to mislead web traffic into believing that they are going to an EllieMD corporate site, when in fact, they land at a Brand Partner's personal or replicated website or are not allowed, and in such event, you may cease to be Qualified and in Good Standing under the Independent Brand Partner Agreement. The determination as to what is misleading, truthful, or what constitutes a reasonable reader will be made in The Company's sole and absolute discretion. To maintain a fair and equitable market opportunity, Brand Partners are prohibited from using any EllieMD Trademark (or confusingly similar terms) in connection with any online paid marketing program or effort, including pay-per-click online advertising, Google Sponsored Ads, Google AdWords, paid social ads, video content, content syndication, and display marketing.

22.1 Paid Advertising Approval Program

EllieMD permits Brand Partners to run paid digital advertisements only through the Company's Paid Advertising Approval Program. This program establishes a structured, compliant pathway for Brand

Partners to promote EllieMD through approved advertising channels while protecting the EllieMD brand, intellectual property, and consumer experience.

- **Program Requirement:** Brand Partners may not run paid advertisements referring to EllieMD, its products, brand names, services, promotions, or business opportunity unless the ad has first been reviewed and approved by EllieMD Compliance through the Paid Advertising Approval Program. Send review request to Compliance@elliemd.com
- **Application and Review:** All Brand Partners wishing to run paid ads must submit a Paid Advertising Application containing: Proposed ad copy, headlines, and text variants • Any images, videos, or other creative files • The exact landing page URL • Platform(s) and targeting information. No paid ad may be launched until EllieMD Compliance has issued written approval.
- **Approved Ad Scope and Usage:** The Brand Partner must clearly identify themselves as an "Independent EllieMD Brand Partner" in accordance with the existing Policies & Procedures.
- **Term of Approval:** An approved advertisement is valid for ninety (90) days from the date of approval, plus a seven (7) day grace period. After the grace period expires, the advertisement must be paused until renewed and re-approved.
- **Material Changes:** Any material change to an approved advertisement, including, but not limited to, changes in copy, claims, visuals, targeting, landing page, offers, or disclosures, requires a new submission and fresh approval.
- **Ongoing Compliance Oversight:** EllieMD Compliance reserves the right to audit any active advertisement at any time. If an ad is found to be non-compliant or expired, Compliance may issue a takedown request, and the Brand Partner must immediately pause the advertisement.
- **Revocation of Approval:** EllieMD Compliance may revoke advertisement approval at any time if an advertisement becomes non-compliant, misleading, creates medical or legal risk, or is otherwise inconsistent with EllieMD standards. Revocation is final and not subject to appeal.
- **Disciplinary Actions:** Violations of this program constitute a violation of the Agreement, which may result in disciplinary action up to and including suspension or termination of Brand Partner status.

23. Sales Tools

Brand Partners must use only EllieMD-approved sales aids, advertising, promotional materials, and marketing methods (collectively "Sales Tools") when promoting the EllieMD business products or services. These materials are available in the Board's Resource Library. Any attempt to create and sell Sales Tools to another EllieMD Brand Partner will result in the suspension or termination of the offending Brand Partner's independent replicated website and the Agreement.

24. Trademarks and Copyrights

The name “EllieMD” and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of the Company. The Company grants the Brand Partner a limited license to use its trademarks and trade names in promotional media for as long as the Brand Partner’s Agreement is in effect. Upon cancellation of a Brand Partner’s Agreement for any reason, the license shall expire, and the Brand Partner shall immediately discontinue all use of the

Company’s trademarks and trade names. Under no circumstances may a Brand Partner use any of EllieMD’s trademarks or trade names in any email address, website domain name, social media handle, or social media name or address.

EllieMD commonly organizes live and recorded events, webinars, and telephone conference calls. During these events, Company executives, Brand Partners, and guests appear and speak. The content of such events is copyrighted material owned exclusively by the Company. Brand Partners may not record company functions for any reason, whether such an event is live, a webinar, via conference call, or delivered through any other medium.

In addition, the Company produced sales tools, videos, audio, podcasts, and printed material that is also copyrighted. Brand Partners shall not copy any such materials without the Company’s written approval for personal or business use. The company will provide digital assets for Brand Partners in their virtual back office.

25. Sales Outlets

To support the Company’s direct selling distribution channel and to protect the independent contractor relationship, the Brand Partner agrees that they will not physically (from the shelf) sell EllieMD products in any service-related establishment or any retail, wholesale, warehouse, or discount establishment, or any online retail, auction, or buy-sell site (including but not limited to Amazon, eBay, etc) without prior written approval from EllieMD.

26. Trade Shows and Professional Expositions

Notwithstanding the restrictions outlined in the Trademarks & Copyright Policy above, Brand Partner may display and promote EllieMD products, services, and business opportunities at professional trade shows if the following requirements are adhered to -

- a) When registering to participate in such an event, a Brand Partner must identify themselves as an “Independent EllieMD Brand Partner on all contracts and registration forms. b) Only one Brand Partner is permitted per trade show event. The first Brand Partner to register for a trade show event with the sponsor or promoter shall be the only Brand Partner permitted to participate and display at the event. Before registering for a trade show event, it is recommended that a Brand Partner check with the trade show promoter to determine if another Brand Partner is already participating. The Brand Partner may, if they wish, team up with other Brand Partners to jointly share and register a booth. The trade show booth must always be staffed for the duration of the trade show.
- c) Brand Partners participating in a trade show must comply with all applicable state and local

requirements for collecting and remitting sales taxes on products sold at the event.

27. Change of Sponsor Policy

As a general rule, Brand Partners may not change their Sponsor (the individual under whom they originally enrolled). A new Brand Partner has three (3) full calendar days from the date of enrollment to contact support@ellieMD.com if they enrolled under the incorrect Sponsor and wish to request a correction.

Outside of this initial three-day window, the only way for a Brand Partner to change their Sponsor is to voluntarily terminate their Agreement and remain completely inactive as a Brand Partner for three (3) full calendar months. Upon termination, the Brand Partner will permanently forfeit all rights to their former Downline organization, including all existing customer accounts. After the three-month inactivity period has passed, the individual may re-enroll under a new Sponsor.

Brand Partners are strictly prohibited from soliciting, encouraging, or otherwise attempting to persuade another Brand Partner to leave their current line of sponsorship to enroll under a different Sponsor.

If a Brand Partner improperly changes their Sponsor in violation of this policy, EllieMD reserves the sole and exclusive right to determine the final disposition of any Downline organization developed under the improperly obtained line of sponsorship.

By enrolling as a Brand Partner, individuals WAIVE ALL CLAIMS AGAINST ELLIEMD, ITS OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS arising from or relating to EllieMD's decisions regarding the disposition of any Downline organization associated with an improper change of Sponsor.

27.1 Sponsor Reassignment Exceptions

A Sponsor may release their team at any time and for any reason by submitting a written release letter to Compliance@EllieMD.com. Upon receipt, EllieMD will determine whether the reassignment becomes effective immediately or on the first day of the following month. When a release occurs, each team member will be compressed upward to the next qualified Brand Partner.

28. Single Account Requirement

Brand Partners are permitted to maintain only one account, registered under either their Social Security Number (SSN) or an Employer Identification Number (EIN). Duplicate accounts are strictly prohibited unless one of the accounts is a multi-owner business entity in which they are not the sole beneficiary. In these cases:

- The business entity may maintain its own account under an EIN.
- Owners must collectively determine the Sponsor for the business account.
- The business must be an actual multi-member entity, not a sole proprietorship or single member LLC, where the same person with the SSN account is the sole beneficiary of compensation.

28.1 Verification Requirements for Business Accounts

To qualify for a second account exception, the Brand Partner must provide documentation to compliance@elliemd.com confirming that the business is a multi-member entity, including but not limited to:

- A copy of the LLC operating agreement
- Proof of multiple beneficiaries or owners
- Updated IRS documentation reflecting multi-member status

Single-member LLCs (disregarded entities) **do not** qualify for a separate business account. A Brand Partner may have **one** of the following:

- 1) **An SSN-based independent contractor account, or**
- 2) **An EIN-based business account** for a verified business entity

A Brand Partner may not hold both unless the EIN account represents a legitimate multi-owner business in which they are not the sole beneficiary.

28.2 Account Name Requirements

As the Brand Partner Agreement is a legally binding contract, the name listed on a Brand Partner account must accurately reflect the individual or approved business entity that is party to the EllieMD Independent Brand Partner Agreement. Account names must not include professional titles, credentials, medical designations, abbreviations, or other wording that could imply the Brand Partner is acting in a clinical, medical, or professional healthcare capacity when representing EllieMD.

This includes, but is not limited to, terms such as Doctor, Dr., MD, DO, NP, RN, Nurse, PA, APRN, FNP, CRNP, Chiropractor, Clinic, Med Spa, Pharmacy, or similar titles, credentials, or professional designations, unless the account is an approved business entity and the name has been reviewed and approved by EllieMD Compliance.

Account names must follow the same compliance standards that apply to Personal Website URL names and online presence. They may not be misleading, imply medical authority, create confusion with EllieMD Corporate, suggest clinical endorsement, or cause a reasonable person to believe the Brand Partner is acting on behalf of EllieMD as a healthcare provider.

EllieMD reserves the right to require a Brand Partner to update or revise an account name that is misleading, non-compliant, or inconsistent with EllieMD Policies & Procedures.

29. Non-solicitation

During the term of this Agreement and for 6 (six) months after that, a Brand Partner may not directly or indirectly recruit other EllieMD Brand Partner for any other network marketing business. The term "Recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation,

enrollment, encouragement, or effort to influence, in any other way, another EllieMD Brand Partner to enroll or participate in another network marketing opportunity.

30. Multiple Network Marketing Businesses

(see policy for “Conflicts of Interest”)

31. Poaching

Brand Partners are prohibited from poaching prospects or team members from other Brand Partners. It is poor taste to comment on another person’s post promoting EllieMD products to recruit the prospect to become your own customer or team member. Likewise, Brand Partners are not permitted to message followers on EllieMD Corporate social posts. EllieMD’s marketing team will follow up with followers commenting on their public posts. Brand Partners may not send friend requests to other Brand Partners to poach them into other business opportunities or entice them to become customers of other products or brand offerings.

32. Use of Back Office Reports

Brand Partners may not use the Lead List, Customer, or Downline reports in their EllieMD virtual back office to solicit prospects into other businesses or promote non-EllieMD product or program offerings. Those violating this policy may be suspended, have their back-office reports blocked, or terminated.

33. Offering Incentives

From time to time, the Company may offer specials to potential customers or Brand Partners. Existing Brand Partners may share EllieMD-run incentives with the public. We encourage Brand Partners to use the marketing materials provided by EllieMD.

Brand Partners may not run raffles, drawings, discounts, rebates, or similar promotions to incentivize the purchase of a product, customer enrollment, or enrollment as a Brand Partner.

A referral gift may be acceptable only when it is given as a thank-you for referring someone who has already made a purchase. Referral gifts may not be offered in advance as an incentive to generate referrals or encourage purchases.

Offering incentives in a way that creates an unfair advantage over others or a third-party contract is not permitted.

34. Customer Medical Assessments

At EllieMD, the safety and well-being of our customers always come first. That’s why it is **strictly prohibited** for Brand Partners to:

- a) Fill out or submit a medical intake form on behalf of a customer
- b) Coach, influence, or persuade a customer to answer medical questions a certain way
- c) Encourage a customer to omit, change, or downplay medical history or conditions.

Licensed medical professionals review Medical Assessments to ensure the product is appropriate for the individual's health profile. Any interference in this process creates serious legal, ethical, and medical risks - for the customer, for you, and EllieMD.

The intake form must always be completed solely by the customer, in their own words, with complete transparency. Violations of this policy will result in disciplinary action, including immediate suspension and/or termination of your Brand Partner account.

35. Medical Advice Disclaimer

EllieMD 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 of their own accord, and all medical decisions are the sole responsibility of the customer and the healthcare professional. EllieMD's role is limited to providing access to products and services and facilitating connections between customers and independent licensed providers.

36. Licensed Medical Professional Responsibilities

Any licensed medical professional who promotes EllieMD products or services must comply with all laws, regulations, and professional standards in their state or jurisdiction, including applicable telehealth regulations. EllieMD is not responsible for ensuring a medical professional's compliance with such requirements, and the burden of compliance rests solely with the licensed professional. Medical professionals are responsible for confirming that their promotional activities and provision of services meet all applicable state and federal standards.

When promoting EllieMD, licensed medical professionals act only in their capacity as Independent Brand Partners and not in a clinical, medical, or provider capacity. They may not diagnose, prescribe, recommend specific therapies, provide individualized medical advice, influence medical intake responses, or otherwise act as a healthcare provider on behalf of EllieMD.

When acting in a clinical capacity, licensed medical professionals operate as independent healthcare providers and not as agents, representatives, or employees of EllieMD. EllieMD may contract with telehealth networks to facilitate compliance with applicable laws, but such arrangements do not relieve licensed medical professionals of their own independent obligations under the law.

37. Confidential Information

"Confidential Information" includes, but is not limited to, the identities, contact information, or sales information relating to EllieMD Brand Partner or customers: (a) that is contained in or derived from any Brand Partner's respective virtual Back-Office; (b) that is derived from any reports issued by EllieMD to Brand Partners to assist them in operating and managing their EllieMD business; or (c) to which a Brand Partner would not have access or would not have acquired but for his/her affiliation with EllieMD. Confidential Information constitutes proprietary business trade secrets

belonging exclusively to EllieMD and is provided to the Brand Partner in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than the Brand Partner's use in building and managing his/her Independent EllieMD business.

38. Handling Personal Information

If you receive Personal Information from or about a Brand Partner or customers, it is your responsibility to maintain its security. Personal Information is information that identifies or permits you to contact an individual. It includes the name, address, email address, phone number, credit card information, social security or tax identification number, and other information associated with these details. A Brand Partner shall not permit other Brand Partners or Customers to use his or her credit card for any purchases from the Company.

39. Product Inventory & Bonus Buying

Brand Partners may not carry EllieMD products for resale. All products are shipped directly from the Company, EllieMD-contracted pharmacies, courier companies, or our distribution center to the customer. In addition, bonus buying is strictly prohibited. Bonus buying is the purchase of merchandise to artificially qualify for active status, rank advancement, maintenance, incentives, prizes, commissions, or bonuses that are not driven by bona fide product purchases by end-user consumers for actual use.

40. Actions of Third Parties

If a third party acting on behalf of, or with the active or passive assistance or knowledge of a Brand Partner engages in conduct that would violate the Agreement, the conduct of the third party may be imputed to the Brand Partner. "Knowledge" of misconduct is not limited to actual knowledge. If a Brand Partner engages in acts or omissions that the Brand Partner knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Brand Partner, the Brand Partner shall be deemed to know about the violation.

41. Tampering with Product Packaging

A Brand Partner shall not alter the original packaging or labeling.

42. Non-Disparagement

Any concern, complaint, or issue relating to EllieMD must be submitted exclusively to the Compliance Department at **compliance@EllieMD.com**. Brand Partners are strictly prohibited from making any disparaging, demeaning, defamatory, or otherwise harmful statements, whether orally, in writing, electronically, or through any other medium, about EllieMD, its owners, officers, directors, managers, employees, other Brand Partners, or the Compensation Plan. This prohibition expressly includes, without limitation, all forms of social media, online platforms, digital publications, and any public or semi-public forum.

The Brand Partner further agrees that they shall not publish, post, transmit, or disseminate any content that could reasonably be interpreted as discrediting, damaging, or casting EllieMD or its representatives in a negative light. All disputes, disagreements, or grievances between a Brand Partner and EllieMD shall be addressed and resolved exclusively through the dispute resolution

procedures outlined in these policies. The Company and the Brand Partner expressly agree that neither party shall demean, discredit, or criticize the other on the Internet or in any public forum at any time.

43. Sales Receipts

Retail customers who purchase from a Brand Partner's replicated website will receive an email with their order confirmation and sales receipt from EllieMD.

44. Adjustment to Bonuses and Commissions

Previously paid commission distributions may be reversed, and future commission distributions may be adjusted due to a canceled product order, a personal or customer order going to collections, or a refund. A Brand Partner should not rely on existing DV (Downline Volume) at the close of a Commission period, as chargebacks, cancellation of an order, or an account going to collections may cause changes to their paid-as-rank title and/or Commission payout. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods to product sales have all expired. If an order is canceled or returned for a refund, or a chargeback occurs, the compensation attributable to the return or refund will be recovered by the Company through a clawback from the Brand Partner, who was paid commissions or bonuses based on the original sales of such products. Such unearned compensation will be deducted in the month the refund is issued and will continue each pay period until the clawback commissions are fully recovered from the selling Brand Partner and the upline BP who received bonuses and commissions on the sales of the refunded products. Accounts recovered after a collection agency has been engaged are not eligible for commission payout due to the fees and expenses the company incurred to recover those funds.

45. Reporting Errors

If a Brand Partner believes that EllieMD has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Brand Partner's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While EllieMD shall use its best efforts to correct errors reported more than 60 days after the date of the error, EllieMD shall not be responsible for making changes or remunerating Brand Partner for losses resulting from mistakes reported more than 60 days after the error occurs.

46. Incentive Trips and Awards

From time to time, the Company may provide incentive trips and other awards to qualified Brand Partners. These awards or trips are offered only to the person listed on the Agreement. Although the Company may pay some or all of the costs of incentive trips, the Brand Partner agrees to indemnify and hold harmless the Company from any claim, injury, loss, or other damage sustained in association with the trip. The Brand Partner or their guest cannot claim upon, or rely upon, any insurance policy of the Company to cover the costs and expenses of any injury, loss, or other damages. The Company may be required by law to include the fair market value of any awards on the Brand Partners' end-of-year tax report. The Brand Partner is liable for all applicable taxes and agrees to hold the Company harmless from claims of tax liability relating to these awards.

If it is discovered that the Brand Partner has made any misrepresentations or has violated the Agreement, they are ineligible for awards. The Company may charge the Brand Partner for any costs incurred by the Company, as well as for any benefits or awards received by the Brand Partner. EllieMD reserves the right, in its sole and absolute discretion, to disallow participation for any reason it deems necessary.

47. Product Return Policy

(see return/refund policy listed in the footer on the public EllieMD website.)

48. Breach of Agreement Procedures

The Company's obligations to the Brand Partner are conditioned upon their faithful performance of the terms and conditions of the Agreement. The Company, in its sole discretion, will determine if a Brand Partner is in breach of the Agreement and may elect any or all available remedies. The Company has a progressive discipline policy that provides a structured corrective action process to improve and prevent the recurrence of violations. The Company reserves the right, in its sole discretion, to combine or omit steps depending on the facts of each situation and the nature of the violation. The level of disciplinary intervention may also vary. Some of the factors to be considered include whether the violation is repeated despite counseling or training, and the impact the violation may have on the Company. Notwithstanding the above, a violation may result in immediate suspension or termination.

First Step: Counseling and an initial warning letter. A first violation usually occurs because the Brand Partner is unfamiliar with the Policies and Procedures or the law. While this is not an acceptable excuse for any violation, counseling and an initial warning provide the sales and/or compliance department with an opportunity to bring to the attention of the Brand Partner the Policies and Procedures and the specific violation, and to provide counseling on compliance. The compliance department will also describe expectations and steps the Brand Partner must take to resolve the violation. The compliance department will monitor the file to determine if the noncompliance has been remediated. If so, the compliance department will close the file; if not, it will proceed to the second step outlined below.

Second Step: Escalated warning letter and temporary suspension of the virtual back office. Although the company hopes the Brand Partner will promptly correct the violation(s), it recognizes that this may not always occur. A second written warning indicates the seriousness of repeated violations or insufficient response.

Third Step: Suspension, final written warning, or termination to be determined by EllieMD Compliance Department or Executive team.

The Company reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Brand Partner may be terminated without prior notice or disciplinary action, as deemed necessary or appropriate by the Company in its sole discretion.

49. Cancellation or Termination of the Agreement; Disciplinary Sanctions

a) Voluntary Cancellation: A participant in EllieMD has the right to cancel at any time, for any reason. Cancellation must be submitted in writing and sent to the Company via email at

support@EllieMD.com. The written notice must include the Brand Partner's name, address, and Brand Partner I.D. Number. The cancellation email must be sent from the email address associated with the Brand Partner's account. If the former Brand Partner continues to purchase products from EllieMD, they shall be reclassified as a retail customer. A Brand Partner may also voluntarily cancel the Agreement by failing to pay the monthly Brand Partner Technology fee or by withdrawing consent to the contract.

b) Cancellation for Inactivity: EllieMD also reserves the right to terminate this Agreement if the Brand Partner fails to meet minimum activity or sales requirements. If a Brand Partner fails to generate at least 300 Personal Sales Volume (PV) in a rolling 6-month period, his/her Brand Partner Agreement will be canceled for inactivity. To the extent such a former Brand Partner continues to purchase products from EllieMD, he/she shall be reclassified as a retail customer.

c) Suspension or Cancellation for Non-Payment: A Brand Partner's failure to pay the monthly technology fee when due may result, at the company's discretion, in the suspension or termination of the Agreement. If the technology fee(s) remain unpaid for 60 days, the Agreement shall be terminated. If the former Brand Partner continues to purchase products from EllieMD, they shall be reclassified as a retail customer.

d) Cancellation due to non-payment of a personal product or service order: A Brand Partner's failure to pay when due will result in the suspension of the Brand Partner's replicated website and/or termination of the Brand Partner Agreement. If a product or service payment has been placed on a payment plan and the fee is delinquent, the Brand Partner Agreement will be terminated, and the Brand Partner will be sent to collections. Any commissions owed to the Brand Partner will be placed on hold until their balance due is paid. If terminated, the Brand Partner will lose any commissions, including level pay and bonuses. To the extent such a former Brand Partner continues to purchase products from EllieMD, they will be reclassified as a retail customer.

e) Termination by EllieMD: Notwithstanding any other provision in this Agreement, upon any breach or alleged breach by the Brand Partner of this Agreement, EllieMD reserves the right, in addition to any available legal or equitable right to remedy, to terminate this Agreement upon written notice to the Brand Partner.

f) Involuntary Cancellation/Termination; Disciplinary Sanctions: Violation of any term of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Brand Partner that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of this Agreement, or any other disciplinary measure that

EllieMD deems appropriate to address the misconduct. In situations deemed appropriate by EllieMD, the Company may institute legal proceedings for monetary or equitable relief.

g) Effect of Cancellation: A Brand Partner whose business is canceled for any reason will lose all Brand Partner rights, benefits, and privileges. This includes the right to represent yourself as an Independent EllieMD Brand Partner, to sell EllieMD products and services, and the right to receive commissions, bonuses, or other income resulting from his/her sales and the sales and other activities of the Brand Partner and the Brand Partner's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Brand Partner Back-Office, replicated website, or renewal fees if a Brand Partner's business is canceled.

50. Reinstatement

Following the cancellation or termination of a Brand Partner's Brand Partner Agreement, the former Brand Partner may request reinstatement. If the cancellation or termination was due to a policy violation by the former Brand Partner, the Company reserves the right to refuse to reinstate the former Brand Partner. If the reinstatement is approved, the reinstated Brand Partner will be enrolled under his/her original Sponsor unless the period between the cancellation or termination and the reinstatement is three or more months, in which case the reinstated Brand Partner may be enrolled under another Sponsor. The downline of the reinstated Brand Partner will not be restored under him/her, nor shall the reinstated Brand Partner be restored to his/her former Career Title. The reinstated Brand Partner will be required to complete a new Brand Partner Agreement and purchase a new Enrollment.

51. Compression

When a vacancy occurs in a Downline due to the termination or cancellation of a Brand Partner's Distributor Agreement, the Downline of the terminated or canceled Brand Partner will be "compressed" to the most immediate active Upline.

52. Indemnification

The Brand Partner agrees to indemnify EllieMD for all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or payments of any other nature that EllieMD incurs resulting from or relating to any act or omission by the Brand Partner that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. EllieMD may elect to exercise its indemnification rights by withholding any compensation due to the Brand Partner. This right shall not constitute EllieMD's exclusive means of recovering or collecting funds due to EllieMD's under its right to indemnification.

53. Business Transfer Upon a Brand Partner's Death

Upon the death of the Brand Partner, their EllieMD business may be passed to one of their heirs. Before such transfer, the beneficiary of the business must provide EllieMD with certified letters of testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that gives direction on the proper disposition of the business. The beneficiary must also execute an EllieMD Brand Partner Agreement within 30 days from the date on which the estate transfers the business to the beneficiary or the business account will be canceled. EllieMD will not divide commissions to multiple beneficiaries. In the event of multiple beneficiaries or transferees, the individuals must form a business entity (corporation, LLC, partnership, etc.) and submit an EllieMD Brand Partner Agreement in the name of the business entity. Upon completion of these requirements, EllieMD will transfer the business and issue commissions to the individual beneficiary or business entity.

54. Divorce of a Brand Partner

EllieMD cannot divide a downline organization or customer orders. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. EllieMD will recognize the business owner to whom the business is awarded under a legally

binding settlement agreement or a court decree. If the person who receives the EllieMD business in the settlement is not currently a Brand Partner in good standing, they must execute and submit a new EllieMD Independent Brand Partner Agreement within 30 days of the divorce becoming final, or the business will be canceled.

55. Dissolution of a Business Entity

The Company is unable to divide commissions among multiple parties, nor can it divide a downline organization. If a business entity that operates an EllieMD business dissolves, the business entity's owners must instruct the Company on the identity of the proper party to receive the business. The EllieMD business must be awarded to a single individual or entity that the Company previously recognized as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the EllieMD business must also execute and submit an EllieMD Brand Partner Distributor Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Agreement will be canceled. If the business entity wishes to sell or transfer its EllieMD business to an individual or entity that the Company did not previously recognize as an owner of the business entity, it must do so in accordance with the policy.

56. Fee for Garnished Commission

In the event EllieMD is required to process a wage garnishment, levy, withholding order, or any other court-mandated or government-mandated deduction against a Brand Partner's commissions or earnings, the Brand Partner shall be assessed an administrative fee of **\$125 per pay period** for each pay period in which such garnishment or withholding is processed. This fee covers the administrative costs of managing, tracking, and remitting garnished amounts as required by law.

The administrative fee will be deducted from the Brand Partner's commission or other compensation due for the applicable pay period(s). If the Brand Partner's commissions are insufficient to cover the administrative fee, the outstanding balance shall be carried forward and deducted from future commissions until paid in full. The Brand Partner remains solely responsible for all amounts subject to garnishment and all associated administrative fees.

57. Inducing Brand Partner to Violate the Agreement

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

58. Out-of-Stock Items

EllieMD makes every effort to prevent product outages; however, because inventory is sourced from multiple professional vendors, temporary backorders may occasionally occur. In the event a product becomes out of stock or backordered, notification will be provided to the Brand Partner and/or customer by email, or through a notice included in the shipment, outlining the action(s) to be taken.

If a product is temporarily unavailable, it will be shipped directly to the customer as soon as inventory is replenished. If a product becomes permanently unavailable, EllieMD may offer a

substitute item. For orders that have already been processed, EllieMD may issue a credit or provide a substitution of equal or greater value.

Brand Partners should note that out-of-stock items may reduce the personal sales volume (PV) associated with an order, potentially impacting commissions, awards, recognition, and other volume-based qualifications.

59. International Activities

Brand Partners may not sell EllieMD products or conduct opportunity events outside of the United States.

60. Dispute Resolution

If a dispute between a Brand Partner and EllieMD arises from or relates to the Agreement, the EllieMD business, or the rights and obligations of either party, the parties shall resolve the dispute as outlined in the Arbitration and Dispute Resolution Policies, which are incorporated into and made a part of these Policies & Procedures.

61. Leadership Responsibilities

One of the key elements of a successful EllieMD business is the ability to build a team. Building a team empowers a Brand Partner to lead by example and coach others on the skills and experience acquired through operating the business. The Brand Partner is responsible for mentoring their personally sponsored team members. At the Rank Title of Director, the Brand Partner will be asked to sign the Leader Addendum to the Brand Partner Agreement. Once signed, this will entitle those who advance to Director or above to receive monthly lifestyle bonuses as outlined in the EllieMD Compensation Plan.

62. Respect Intellectual Property Rights

Brand Partner may not use the name, likeness, photo, logo, training resources, or any other property of another Brand Partner, celebrity, company, organization, or any other person or entity without said

party's approval or consent. Acknowledgment of the original author is required. Any use of the EllieMD name or brand assets in support of any personal endeavors, including in books or other writings, requires the advance permission of EllieMD.

63. Press/Media

EllieMD is the primary contact for all press and media relating to EllieMD products, services, programs, or business. Brand Partners must inform EllieMD before the interview is conducted (no exceptions). All Brand Partners wishing to contact or who have been approached by the media first should contact EllieMD's Marketing Department. Press includes any media network, television, newspapers, radio, and all Internet media such as blogs, syndicated columns, broadcast shows, and wire services. Any questions and press or media inquiries must be directed to Marketing@EllieMD.com.

64. Indemnity

The Brand Partner agrees to indemnify and hold EllieMD, its directors, officers, members, managers, and employees harmless from and against all claims, damages, or liabilities (including attorney's fees) arising from or relating to (a) Brand Partner's promotion or operation of her/his EllieMD business; (b) any negligent, reckless or intentionally wrongful act of Brand Partner or any person acting on Brand Partner's behalf; (c) any breach by the Brand Partner of any term of this Agreement; and (d) any claim alleging that the Brand Partner has violated or infringed upon any rights of third parties, including but not limited to privacy rights or intellectual property rights.

65. Severability

If any provision of this Agreement is held unenforceable for any reason, it shall be severed from this Agreement and reformed only to the extent necessary to make it enforceable. The invalidity of such severed provision, however, shall not affect the enforceability of any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

66. Indebtedness

The Brand Partner agrees that EllieMD may charge, deduct, or withhold any form of payment or commission in any amount that the Brand Partner owes or is indebted to EllieMD.

67. Remedial Actions

EllieMD reserves the right to take remedial action as necessary to enforce the terms of this Agreement and ensure compliant conduct by Brand Partner. Any breach of this Agreement or any illegal, fraudulent, deceptive, or unethical business conduct by the Brand Partner may result, at EllieMD's discretion, in one or more of the following: (i) a written warning; (ii) requirement that the Brand Partner take immediate corrective measures; (iii) loss of rights to purchase EllieMD products or services or receive future Commissions and bonuses; (iv) suspension of the Brand Partner's right to engage in EllieMD business; (v) termination of this Agreement; or (vi) any other measure or action that EllieMD, in its sole discretion, determines to be appropriate.

68. Governing Law and Dispute Resolution

This Agreement, including any procedural or substantive rights in any arbitration, shall be governed by and construed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

In the event of a dispute, claim or controversy arising from or relating to this Agreement, the Parties agree to try to resolve such dispute informally. In this regard, the aggrieved Party shall send a "Notice of Dispute" to the other Party containing a brief statement stating the facts giving rise to the disputed matter and the relief requested by the aggrieved Party. The Parties agree to use reasonable, good faith efforts to settle any dispute through consultation and good-faith negotiations within thirty (30) days following delivery of the Notice of Dispute.

If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to non binding mediation with a mediator mutually agreeable to the Parties. If the Parties cannot agree on a mediator, the Parties agree that the American Arbitration Association shall designate a mediator. Unless the Parties agree otherwise, including conducting the mediation telephonically, the mediation shall take place in the state of Delaware within six (6) months following delivery of the Notice of Dispute.

The Brand Partner and EllieMD agree that the dispute resolution procedure outlined in this paragraph is a condition precedent that must be satisfied before initiating any arbitration against the other Party.

69. Agreement to Arbitrate

THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE COMPENSATION PLAN OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). The Commercial Rules of the AAA are available at www.adr.org. BY AGREEING TO ARBITRATE, THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

a) In the event the AAA is unwilling or unable to hear the dispute, the Parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in **the state of Delaware**, although either Party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim. The Parties shall share equally the costs of case management fees, arbitrator fees, or other fees charged by AAA other than the filing fees referenced above. The Parties shall bear their own costs for attorney's fees, court reporter fees, transcript fees, and other litigation costs.

b) Although this agreement to arbitrate is made and entered into between the Brand Partner and EllieMD, EllieMD's affiliates, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the Agreement, including this agreement to arbitrate.

c) This agreement to arbitrate shall survive the termination of this Agreement. Any issues related to the arbitrability of any claim, or the scope, validity, or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either Party wishes to initiate arbitration, the initiating Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction. The arbitrator shall have no authority to hear or preside over any joint, collective, or private attorney arbitration.

70. Class Action Waiver

The Brand Partner agrees that by entering into The Agreement to arbitrate the Brand Partner is

waiving their right to have any dispute or claim brought, heard, or arbitrated as a class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. The Parties agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. The Parties agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in the state of Delaware and not by an arbitrator.

Notwithstanding the Parties' agreement to arbitrate, either Party may bring an action in a state or federal court located in the state of Delaware to obtain a restraining order, temporary or permanent injunction, or other equitable relief that may not otherwise be available to either Party in arbitration. Failure by a Party to pursue negotiation and mediation under this Agreement shall not bar an action for equitable relief under this paragraph.

The Parties agree that the state and federal court located in the state of Delaware shall be the sole and exclusive venue and forum for any lawsuit or court proceeding between the Parties, and each Party consents to personal jurisdiction in such courts and waives any objections to venue, jurisdiction or forum that might otherwise be available to either Party.

Louisiana Residents: Notwithstanding any other provision of this Agreement, if the Brand Partner is a resident of Louisiana, the applicable law, jurisdiction, and venue of any dispute between the parties arising from this Agreement shall be under Louisiana law.

If either Party wishes to bring an action against the other Party 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, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims for such act or omission.

Unless otherwise provided in this Agreement, any notice or other communication required to be given under this Agreement shall be in writing. It shall be deemed delivered to the other Party when sent by confirmed electronic mail or to the Brand Partner at the current address on file. If by mail, delivery shall be deemed effective by the date shown on the return receipt, or if there is no receipt, three (3) days after the date of mailing.

By electronically signing below (clicking the button that you agree to these policies), the person submitting this application and Agreement (i) acknowledges that she or he has read, understands, and agrees to the terms outlined in this Independent Brand Partner Agreement, The Brand Partner Agreement, all above-mentioned addendum(s), including the current EllieMD Compensation Plan; (ii) certifies that all information provided by in connection with this application to become an EllieMD Independent Representative is true and correct; (iii) by clicking the checkbox on the enrollment page, the enrollee intends to enter into a legally binding agreement with EllieMD LLC to become an Independent EllieMD Brand Partner.

Brand

Partner's

Printed

Name

Brand Partner's Signature

Date:

EllieMD

Updated 07-01-2026

Policies

&

Procedures