dōTERRA

## WELLNESS ADVOCATE APPLICATION AND AGREEMENT - CA

STEP 1 Personal Information				
Applicant Name		Shipping Address   Same as Billing Address		
Co-Applicant Name (if applicable)		City, Province, Postal Code		
Company Name (if applicable, requires business application addendum)		Primary Phone		
SIN No. or Company No. (if applicable) for potential earnings		Mobile Phone		
Billing Address		Email Address		
City, Province, Postal Code		Date of Birth		Co-Applicant Date of Birth
Enrolling Sponsor Phone No. or Wellness	Advocate No.	Placement Sp	ponsor (if different)	Phone No. or Wellness Advocate No.
STEP 2 Choose an Enrollment Option    Home Essentials Collection	• Save \$	g Collection 429.75 CAD 980.00 CAD	Every Oil Collection	döTERRA Intro Booklet • \$42.00 CAD  Qty Other Products
STEP 3 Monthly Loyalty Rewards Program (Optional)				
Favorite LRP Selections:  □ Daily Habits: döTERRA LifeLong Vitality™, Deep Blue® Rub, TerraZyme®, Lavender, On Guard®, Balance®, Lemon, Frankincense. 293 PV  □ Men's/Women's Essentials: 2 döTERRA LifeLong Vitality™, 2 TerraZyme®. 199 PV  □ Children's Essentials: Fennel, Tea Tree, Cardamom, Lavender, döTERRA Serenity®, Fractionated Coconut oil, Correct.X®. 148 PV  □ Skin Care: Veráge® Skin Care System, Detoxifying Mud Mask, HD Clean®,	Qty	Product	you can earn up to 3 can be redeemed for Product of the Mont the 15th for 125PV of the Month.	Loyalty Rewards Points: As a Loyalty Rewards Participant, you can earn up to 30% of your purchase back in points that can be redeemed for product.  Product of the Month Club: Set your LRP order on or before the 15th for 125PV or higher and receive the free Product of the Month.  Date to ship LRP order: (1–28)
Invigorating scrub. 127.50 PV  Outdoor Essentials: TerraShield® Spray, Lip Balm, döTERRA Touch® Lavender, döTERRA Touch® Tea Tree, Correct-X®, Peppermint, Lemongrass, Fractionated Coconut oil, Deep Blue® Rub. 141.50 PV				Order shipment will begin the month followints will be redeemable 60 days following ons are met.)
STEP 4 Payment Information				
☐ Check or ☐ Credit Card (Please contact Member Services)				
STEP 5 Acknowledge Terms on Back by Signing				
I want to be a Wellness Advocate of döTERRA GH Ireland Limited and agree to the servicing of this agreement by döTERRA Marketing Canada ULC dba döTERRA Canada. Please charge my payment method as indicated above. I have read and agree to the terms and conditions found on the back of this Wellness Advocate Application and Agreement and the policies found in the döTERRA Policies and Procedures. I agree that I do not currently have an interest in any döTERRA account, or if I do have or ever have had such an interest, my application for this account does not violate döTERRA policies.				
Applicant Signature		pplicant Signature	enna pulicies.	Date

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## WELLNESS ADVOCATE APPLICATION AND AGREEMENT - Terms and Conditions

- 1. Obligations and Representations. I understand that as a Wellness Advocate:
  - I have the right to offer for sale doTERRA products and services in accordance with the terms and conditions of this Wellness Advocate Application and Agreement.

    I have the right to build a doTERRA sales organization.

  - I will train and motivate the Wellness Advocates in my downline marketing organization.
- I will comply with all federal, provincial, territorial, and municipal laws, ordinances, rules, and regulations.
- I will perform my obligations as a Wellness Advocate with honesty and integrity.
- I will use only the sales agreements and order forms which are provided by dotERRA for the sale of goods and services, and I will follow all policies and procedures established by doTERRA for the completion and processing
- of such agreements and orders.

  2. Presenting dotERRA Products and Services. I agree to present the doTERRA Compensation Plan and doTERRA products and services as set forth in official doTERRA literature and presentations.
- Independent Contractor Status. I agree that as a döTERRA Wellness Advocate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of doTERRA. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of doTERRA. I understand that I shall control the manner and means by which I operate my dōTERRA business, subject to my compliance with this Wellness Advocate Application and Agreement, the doTERRA Policies and Procedures, and the dōTERRA Compensation Plan (all of which are collectively referred to as the "Contract"). I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF DÖTERRA FOR TAX PURPOSES. I acknowledge and agree that doTERRA is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between doTERRA, all appropriate taxing urisdictions, and all related rules and procedures.
- dörerra Policies. I have carefully read and agree to comply with the dörerra Policies and Procedures and the dörerra Compensation Plan, both of which are incorporated into this Wellness Advocate Application and Agreement by this reference and become part of the Contract. I understand that I must be in good standing and not in violation of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from doTERRA. I understand that the Contract, including this Wellness Advocate Application and Agreement, the dōTERRA Policies and Procedures, and the dōTERRA Compensation Plan, may be amended at any time at the sole discretion of doTERRA, and I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official dōTERRA materials including the Company's official website. The continuation of my doTERRA business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the contract.
- 5. **Term and Termination.** The term of this Contract and each subsequent renewal is one year. Unless a party notifies the other of its intent to terminate the Contract, I agree that the Contract will renew automatically each year on its anniversary date and that dotERRA may automatically charge my credit card a renewal fee in the amount of \$30.00 CAD during the anniversary month of my Contract. I agree that if I have no downline organization at the time of renewal, I will be renewed as a Wholesale Customer. I agree that doTERRA may terminate my Contract for failure to pay the renewal fee, after one (1) year of inactivity, or at any time for violation of the terms and conditions of the Contract including any amendments thereto. If my Contract is terminated for any reason, I agree that I will permanently lose all Product Credits earned in the Loyalty Rewards Program as well as all rights as a Wellness Advocate and I shall not be eligible to sell dōTERRA products or services or to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. I agree that if my Contract is terminated for any reason, I will immediately

- discontinue use of any and all doTERRA trademarks, service marks, and copyrighted materials. Lalso agree that during the term of this Contract and for one (1) year following its termination, regardless of the reason for termination, I will not directly or indirectly solicit or recruit, as defined in the doTERRA Policies and Procedures, any doTERRA Wellness Advocate who is in my current or former downline organization or with whom I became acquainted by virtue of my participation as a doTERRA Wellness Advocate.
- Assignment. I may not assign any rights or delegate my duties under this Contract without the prior written consent of dōTERRA. dōTERRA may freely assign the Contract at any time. Any attempt to transfer or assign the Contract without the express written consent of doTERRA renders the Contract terminable at the option of doTERRA and may result in termination of my business
- 7. Breach of the Agreement. I understand that if I fail to comply with the terms of my Contract, doTERRA may, in its sole discretion, impose upon me disciplinary action as set forth in the doTERRA Policies and Procedures. If I am in breach, default, or violation of the Contract at termination, I shall not be entitled to receive any further bonuses or commissions whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due or am indebted to doTERRA for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize doTERRA to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards or other accounts which I have placed on file with doTERRA
- 8. Limitation of Liability and Indemnification. doTERRA, its members, managers, directors, officers, shareholders employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If doTERRA is found to be in breach of the Contract, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify doTERRA and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my doTERRA independent business and any activities related to it (for example, but not limited to, the presentation of doTERRA products or dōTERRA Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, provincial territorial, or municipal law or regulation, etc.).
- 9. Entire Agreement. This Wellness Advocate Application and Agreement, the doTERRA Compensation Plan, and the dōTERRA Policies and Procedures, in their current forms and as amended by döTERRA in its discretion, together constitute the entire agreement and Contract between doTERRA and myself. Any promises, representations, offers, or other communications not expressly set forth in this Wellness Advocate Application and Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Wellness Advocate Application and Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall govern.
- 10. Waiver and Severability. Any waiver by doTERRA of any breach of the Contract must be in writing and signed by an authorized officer of dōTERRA. Waiver by dōTERRA of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision or part of the Contract is held to be invalid or unenforceable, such provision or part shall be reformed only to the extent necessary to make it enforceable and the balance of the Contract will remain in full force and effect.
- . Survival. Sections 5, 8, 9, 10, 12, 13, 16, and 17 of this Wellness Advocate Application and Agreement, as well as the covenants to protect doTERRA's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policies and Procedures, shall survive the termination of the Contract. 12. **Resolution of Conflicts.** In the event of any dispute, claim,
- question, or disagreement arising from or relating to this Wellness Advocate Application or Agreement or the Contract or the breach thereof, the parties hereto shall use their best

- efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration in accordance with Section 19 of the Policies and Procedures. This agreement to arbitrate shall survive any termination or expiration of the Contract. Notwithstanding this arbitration provision, nothing herein shall prevent doTERRA from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect doTERRA's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- 13. Governing Law. The parties consent to the laws, jurisdiction and venue of the Province of Ontario as more fully set forth in Section 19 of the Policies and Procedures. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against doTERRA for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against doTERRA for such act or omission. I waive any and all
- claims or rights to have any other statute of limitation apply.

  14. Use of Name and Image. I authorize doTERRA to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use
- 15. Electronic Communication, Lauthorize doTERRA and its affiliates to communicate with me through electronic mail at the email address provided in this Wellness Advocate Application and Agreement. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.
- 16. Counterparts. Emailed copies of this Wellness Advocate Application and Agreement shall be deemed an original. To be valid, copies submitted to doTERRA by email must include the front and back of the document.
- Data Protection. I give consent for doTERRA to process the personal data contained in this Wellness Advocate Application and Agreement and to transfer this personal data, together with information about this Wellness Advocate account's future sales activities, to any of doTERRA's worldwide subsidiaries and affiliated companies, and to other Wellness Advocates who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of doterra products and providing reports to its Wellness Advocates of sales activity in their sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. I understand that if I receive sales reports containing personal data of other Wellness Advocates, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Contract, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Contract.

All words with trademarks or registered trademark symbols are trademarks or registered trademarks of döTERRA Holdings, LLC.

Signature